

308 Otisco St. Syracuse, NY 13204 Office: 315-422-2230

ReStore: 315-475-9172 Fax: 315-426-9326

## Volunteer Agreement & Release and Wavier of Liability PLEASE READ CAREFULLY!

This is a real-life construction site requiring volunteers to be aware of safety measures and to follow instructions provided by construction supervisors. I understand that if I report to the build site with improper attire, I may be assigned to non-construction tasks. I also give Syracuse Habitat for Humanity, Inc. permission to photograph me and or to use photographs of me for promotional purposes, involving print or electronic media.

\_\_\_\_\_ ("The Volunteer") desires to work as a volunteer for Syracuse Habitat for Humanity, Inc. ("SHFH") and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include construction, deconstruction and rehabilitating residential buildings, working in the SHFH offices, and working in the ReStore, which is a warehouse environment.

The Volunteer understands that the Activities will involve for example, but not by way of limitation, working in and around a construction site, working with tools, working with machinery, working from heights and working with inexperienced people in a hazardous environment.

**RELEASE AND WAIVER.** The Volunteer does hereby release and forever discharge and hold harmless SHFH and its successors and assigns from any and all liablity, claims and demands of whatever kind or nature, either in law or in equity, which arise or may heareafter arise from the Activities.

The Volunteer understands that this Release discharges SHFH, its staff, officers, directors and employees from any liability or claim that the Volunteer may have against SHFH and its staff, officers, directors and employees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities, whether caused by the negligence of SHFH, its staff, officers, directors and employees, or otherwise. The Volunteer also understands that SHFH does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**ASSUMPTION OF THE RISK.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, deconstruction, loading and unloading, and transportation to and from the work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities.

ADDENDUM: COVID-19 Release and Waiver. I, the Volunteer, acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death ("Risks"). These Risks include, but are not limited to, exposure to and/or infection with COVID-19 even in ideal conditions, and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that, due to the nature of the Activities, social distancing of six feet per person will not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID-19.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire provided by one or more of the Released Parties. I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time and to the best of my knowledge, I am a carrier of COVID-19 or infected with COVID-19. I further agree to follow all safety precautions outlined by any Released Party while volunteering.

In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct. In addition, the Released Parties shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which the Released Parties are subject.

I understand and acknowledge that by signing this Release I knowingly assume the Risks associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage. Regarding COVID-19, I, the Volunteer, understand that even if I follow all guidelines for the prevention and handling of COVID-19, there is still a risk that Volunteer could contract such virus or illness.

Signature:	Date: