PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 20___, by _____, (the "Volunteer"), in favor of ***[insert name of local affiliate]***, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization[1], ***[insert any additional parties if applicable, such as sponsors/donors]*** and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. In consideration of and in order to be allowed to participate in the Activities, I, the Volunteer, 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 personal injury, bodily injury, illness, property damage, loss or death, 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.

I understand and acknowledge that by signing this Release I knowingly assume the risk of injury, harm, damage and loss associated with the Activities. I also understand that the Released Parties do not assume

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[1] Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

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.

*I understand and acknowledge that children under the age of **16** are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of **16** and **18** may be allowed to participate in some types of construction work, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of **18**. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.*

Consent to Transportation and Medical Treatment. I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

Insurance. I understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

Confidentiality. I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release. I hereby grant and convey unto Habitat for Humanity International, Inc. all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of

publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:

Volunteer: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ Date of Birth: _____

Email: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION FOR VOLUNTEER OVER 18 YEARS OF AGE:
Name: _____ Relationship: _____
Address: _____
Phone: (H) _____ (C) _____ (W) _____
Email: _____

CONTINUED ON NEXT PAGE.

IMPORTANT: If the Volunteer is <u>less than 18 years of age</u>, all parents or guardians must (1) complete the signature section below; and (2) sign one additional form: the "Parental Authorization for Treatment of, and Travel With, a Minor Child" ("Parental Authorization") on the following page. If the minor will be travelling outside the United States, the Parental Authorization must be notarized.

If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

Name of Volunteer Under 18 Years Old:

Name: _____ **Date of Birth:** _____

SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR VOLUNTEER:

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

FOR INFORMATIONAL PURPOSES ONLY:

- **School/Organization (no abbreviations please):** _____
- **Host Affiliate Site:** _____

IMPORTANT: If the Volunteer is <u>less than 18 years of age</u>, this Parental Authorization also must be signed.

If the minor child will be travelling outside the United States, the Parental Authorization must be <u>notarized.</u>

PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD

I, _____, am the parent or legal guardian having custody of a child or children who are under 18 years old and who will be volunteering with Habitat for Humanity International, Inc. or its affiliated organizations. As such parent or legal guardian, I hereby authorize and appoint _____, an adult in whose care the minor child has been entrusted, and any agent or employee of Habitat for Humanity International, Inc. or its affiliated organizations if necessary or appropriate, as my agent to act for me with respect to my minor child(ren) and their personal care, and in my name in any way I could act in person to make any and all decisions for me with respect to my child listed below ("child"):

Name: _____ **Date of Birth:** _____

I consent to the use of first aid treatment for my child and the use of generic and over the counter medications and treatments as directed by manufacturer labels, to be administered by Habitat for Humanity International, Inc. or its affiliated organizations or first aid personnel. In an emergency, I understand my named agent and/or Habitat for Humanity International, Inc. or its affiliated organizations may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the named agent above and any agent or employee of Habitat for Humanity International, Inc. or its affiliated organizations to act as an agent for me to consent to any examination, testing, x-rays, medical, dental, or surgical treatment for my child as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my child's assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize Habitat for Humanity International, Inc. or its affiliated organizations to arrange for transportation of my child as deemed necessary and appropriate in their discretion.

My agent shall have the same access to my child's medical records that I have, and is designated by me to be the child's Personal Representative under the Health Insurance Portability and Accountability Act (HIPAA), including the right to disclose the contents to others. I authorize health care personnel and health care facilities to rely on this consent form and any health information I have provided to my named agent and/or Habitat for Humanity International, Inc. or its affiliated organizations regarding my child.

I authorize and appoint my agent to travel with my minor child to [***<u>insert location</u>***], and consent for my minor child to serve as a volunteer with Habitat for Humanity International, Inc. or its affiliates. I understand my child will help construct/rehabilitate houses and participate in other activities on a voluntary basis, without compensation, as further set forth in the Volunteer Agreement, Release and Waiver of Liability, the terms of which are incorporated herein by reference.

SIGNATURES ON NEXT PAGE.

I have read and understand the above Parental Authorization for Treatment of, and Travel With, a Minor Child, any questions of mine have been answered, and I voluntarily agree to all such provisions.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR(S):
Name: _____ Relationship: _____
Address: _____
Phone: (H) _____ (C) _____(W) _____
Email: _____

If the minor child will be leaving the United States, this form must be notarized.

This PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD is sworn to and subscribed before me by _____ and _____, As Parent(s) or Legal Guardian(s) of the above listed child/children, this ____ day of _____,20_____.

_____
Notary Public

My commission expires:_____