Cowlitz County Habitat for Humanity®

IMPORTANT: Each volunteer must have a signed "Release and Waiver of Liability" on file.

2017 ADULT - Release and Waiver of Liability

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 _____, **2017**, by _____, (the "Volunteer"), in favor of Cowlitz County Habitat for Humanity, and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

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

Release and Waiver. 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 and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss 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.

It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment 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 Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever 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 consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

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<u>Assumption of the Risk</u>. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and 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, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

<u>Insurance</u>. I, the Volunteer, 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.

<u>Photographic Release</u>. I, the Volunteer, do hereby grant and convey unto Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

<u>Other</u>. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event any clause or provision of this Release shall be held to be 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 does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here with a witness.

Please PRINT clearly and neatly!! **Date: _____**

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

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____ Date of Birth: _____

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

Included: Release & Waiver of Liability, Acknowledgement Form, Volunteer Survey, Work Crew Safety Manual & Safety Checklist