

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. YOU MUST HAVE A SIGNED WAIVER BEFORE VOLUNTEERING.

This Release and Waiver of Liability (the "Release") is executed on this day of _____, 20____, by _____, (the "Volunteer"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Greater Cleveland Habitat for Humanity, an Ohio nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

I 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; constructing, repairing, and rehabilitating residential buildings; other construction related activities; and other volunteer activities ("Activities").

Assumption of Risk.

I 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 preexisting immune system deficiency.

Release and Waiver.

I 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, exposure to and/or infection with COVID-19 ("Risks"). I further agree that social distancing of six feet per person may not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID19. I further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire and agree to follow all safety precautions outlined by any Released Party while volunteering.

I 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.

Youth.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity construction worksites. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by the Released Parties, 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.

If the Volunteer is less than 18 years of age, the parent(s)/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, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, 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.

Photographic Release.

Volunteer does hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:

Volunteer: Name (please print): _____ Signature: _____
Address: _____
Phone: _____ Email: _____
Date of Birth: _____

EMERGENCY CONTACT INFORMATION FOR VOLUNTEER OVER 18 YEARS OF AGE:

Name : _____ Relationship: _____
Phone: (H) _____ (C) _____ (W) _____
Email: _____

Volunteers Less Than 18 Years Old

IMPORTANT: If the Volunteer is less than 18 years of age, all parents/guardians must complete the signature section below. 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. Furthermore, I understand that the above Volunteer Agreement, Release and Waiver of Liability is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to Habitat for Humanity International, Inc. or its affiliated organizations that I have the full authority to sign this on behalf of such minor(s).

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

Address: _____

Phone: _____ E-mail: _____

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

Address: _____

Phone: _____ E-mail: _____

EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR VOLUNTEER:

Name: _____ Relationship: _____

Phone: (H) _____ (C/W) _____