



## 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") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Washington County, VA Habitat for Humanity, Inc., a Virginia nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat office or Resale Store, and serving on Habitat committees.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Habitat.

Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Habitat 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.

**Medical Treatment.** Volunteer does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Habitat.

**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, loading and unloading, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** Washington County Habitat maintains Volunteer Accident Medical Insurance which provides excess coverage on uninsured medical expenses. The Volunteer understands that Habitat does not carry or maintain any additional health, medical, or disability insurance coverage for any Volunteer.

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance 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.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Virginia. Volunteer agrees that in the event that 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 provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year written above.

Volunteer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (H): \_\_\_\_\_ (W): \_\_\_\_\_

Witness: \_\_\_\_\_



## **Release and Waiver of Liability for Minors**

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

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, a minor child (the "Volunteer"), and \_\_\_\_\_ the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Washington County Habitat for Humanity, Inc., a Virginia nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and Guardian understand that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat office or Resale Store, and serving on Habitat committees.

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

**Release and Waiver.** Volunteer and Guardian do hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Habitat.

Volunteer and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers" directors, employees, or agents or otherwise. Volunteer and Guardian also understand that Habitat 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.

It is the policy of Habitat that children under the age of 14 not be allowed on a Habitat worksite while construction is in progress. It is further the policy of Habitat that, while children between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

**Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk.** The Volunteer and Guardian understand that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** Washington County, VA Habitat maintains Volunteer Accident Medical Insurance which provides excess coverage on uninsured medical expenses. The Volunteer and Guardian understand that Habitat does not carry or maintain any additional health, medical, or disability insurance coverage for any Volunteer.

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

**Photographic Release.** Volunteer and Guardian do 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.

**Other.** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Virginia. Volunteer and Guardian agree that in the event that 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 provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the day and year written above.

Witness: \_\_\_\_\_ Volunteer: \_\_\_\_\_

Witness: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (II): \_\_\_\_\_ (W): \_\_\_\_\_

### ***Parental Authorization for the Treatment of a Minor***

I, \_\_\_\_\_, am the parent or legal guardian having custody of

\_\_\_\_\_, a minor child. As such parent or legal guardian, I hereby authorize

and appoint \_\_\_\_\_, an adult in whose care the minor child has been entrusted or a duly authorized agent of Washington County, VA Habitat for Humanity, Inc., as my agent to act for me with

respect to my minor child, \_\_\_\_\_, and in my name in any way I could act in

person to make any and all decisions for me with respect to my minor child, \_\_\_\_\_

concerning my minor child's personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, including x-ray examination, anesthetic, medical or surgical diagnosis of treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

Witness \_\_\_\_\_ Parent/Guardian \_\_\_\_\_

Witness \_\_\_\_\_ Parent/Guardian \_\_\_\_\_

## Youth Volunteer Policy

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Minors younger than 14 years of age are not permitted to work as volunteers with Washington County Habitat for Humanity on active worksites.

Minors who are 14 through 17 years of age shall be permitted to work as volunteers with Washington County Habitat for Humanity in the construction of affordable housing subject to the following provisions:

- That all minors volunteering with Washington County Habitat for Humanity shall complete a Waiver of Liability for Minors form before work begins;
- That all minors working as volunteers with Washington County Habitat for Humanity shall be under the direct supervision of an adult;
- That no minor shall work as a volunteer with Habitat for Humanity without the safety equipment required by law;
- That no minor shall operate, or handle any power driven machinery involved in the construction of Habitat houses;
- That no minor volunteering with Washington County Habitat for Humanity shall be exposed to hazardous waste products or other hazardous substances;
- That no minor volunteering with Washington County Habitat for Humanity shall be permitted to work on any excavation, scaffolding or roofing;