



Habitat for Humanity of Portage County
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2020 RELEASE AND WAIVER OF LIABILITY FOR ADULTS

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

This *Release and Waiver of Liability* (the “Release”) is executed on this _____ day of _____, 2020 by _____ individually, and on _____
(Month)
(Volunteer Name, please print)

behalf of their heirs, representatives, successors, and assigns (collectively, the “Volunteer”) in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Portage County, Inc., an Ohio nonprofit corporation, their directors, officers, employees, and agents (collectively, “Habitat”).

The Volunteer desires to work as a volunteer for Habitat without compensation and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include but are not limited to constructing and rehabilitating residential buildings, working at the ReStore or Habitat offices, and travelling to and from Habitat work sites in transportation provided by Habitat or other Habitat volunteers.

The Volunteer understands that the Activities may include work that may be hazardous, including but not limited to exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if the Volunteer does not wear protective equipment, is exposed for extended periods of time, or has a pre-existing immune system deficiency.

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

RELEASE AND WAIVER. In consideration of and in order to be allowed to participate in the Activities, the 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.

The Volunteer understands and acknowledges that by signing this Release, the Volunteer knowingly assumes the risk of injury, harm, damage, and loss associated with the Activities. The Volunteer also 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 the Volunteer’s Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. The 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 which the Volunteer may incur as a result of the Volunteer’s Activities with Habitat.

The Volunteer understands and acknowledges that children under the age of 16 are not allowed on Habitat 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, the Volunteer understands that using power tools, excavation, demolition, working on rooftops, and similar activities are not permitted for anyone under the age of 18. The Volunteer agrees that it is their responsibility to communicate these requirements to any of their minor children who will attend and/or participate in the Activities.

TRANSPORTATION AND MEDICAL TREATMENT. The Volunteer consents 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 Habitat or first-aid personnel. In an emergency, Habitat may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, the Volunteer authorizes Habitat to act as an agent for the Volunteer to consent to any examination, testing, x-rays, or medical, dental, or surgical treatment for the Volunteer as advised by a physician, dentist, or other healthcare provider. This includes but is not limited to the Volunteer's assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other healthcare treatment or procedure as advised by a physician, dentist, or other healthcare provider. The Volunteer also authorizes Habitat to arrange for transportation for the Volunteer as deemed necessary and appropriate in their discretion. The Volunteer does hereby release, forever discharge, and hold harmless Habitat from any liability, claim, demand, and action whatsoever which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response, or service rendered in connection with the Volunteer's Activities with Habitat.

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 hereby release, forever discharge, and hold harmless Habitat 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 Habitat to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, or medical, dental, surgical, or other such healthcare treatment as set forth in the *Parental Authorization for Treatment of, and Travel with, a Minor Child*.

INSURANCE. The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat is 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.

The Volunteer understands that they are and remain responsible for payment of such hospital, physician, ambulance, dental, medical, or other services obtained for the Volunteer or their child. The Volunteer agrees that Habitat does not assume any responsibility for the payment of such fees or expenses which may be incurred. If the Volunteer has personal health insurance, the Volunteer understands that it is their primary coverage.

CONFIDENTIALITY: The Volunteer agrees that in the course of their participation in the Activities, they may have access to personal and/or healthcare information of other persons. The Volunteer agrees to maintain the confidentiality of such information, to use such information only as necessary to do their job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

PHOTOGRAPHIC / RECORDING RELEASE. The Volunteer authorizes Habitat to photograph and/or record (audio, video) the Volunteer during their Activities for Habitat for use in Habitat's printed and electronic promotional/educational materials including social media. The Volunteer does hereby grant and convey unto Habitat all right, title, and interest in any and all photographs and video/audio/electronic

recordings of the Volunteer 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. The Volunteer understands that they will not have any ownership interest in or to such photographs, images, and/or recordings; have not been provided or promised any compensation; and hereby waive any rights, privileges, or claims based on any right of publicity, privacy, ownership, or any other rights arising from, relating to, or resulting from the photographs, images, and/or recordings. The Volunteer understands and agrees that this paragraph also applies to the Volunteer's minor child(ren) who are volunteering.

DRUG-FREE ENVIRONMENT. Habitat provides a drug-free environment. The Volunteer may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Any violations will result in immediate termination of volunteer service.

OTHER. The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by Habitat does not prevent the exercise of any other right.

By signing this form, I acknowledge that the term "Volunteer" used throughout this document is intended to include Habitat employees, volunteers, applicants, partner families, and home owners.

By signing this form, I acknowledge that I will not perform any work on a Habitat worksite until properly instructed by Habitat staff, the Site Supervisor, or the Safety Coordinator.

By signing this form, I acknowledge that 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 representatives.

Volunteer Name (please print)

Volunteer Signature

Date

Street Address

City, State, Zip

E-Mail

Phone

EMERGENCY CONTACT NAME

Relationship

E-Mail

Phone