

# Release and Waiver of Liability

Release and Waiver of Liability  
(for children under the age of 18)

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT CONTAINS A WAIVER OF YOUR RIGHTS.**

THIS RELEASE AND WAIVER OF LIABILITY (this "Release") is executed by \_\_\_\_\_, a person under the age of 18 (the "Volunteer") and \_\_\_\_\_, the parent or legal guardian of Volunteer (the "Guardian") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Greater New Haven, Inc., a Connecticut nonprofit corporation, and their volunteers, donors, directors, officers, employees, representatives and agents (collectively, "Habitat").

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

1. REPRESENTATIONS.

- (a) Guardian hereby represents that he or she has all necessary right, power and authority to sign and agree to the terms of this Release and to otherwise act on behalf of Volunteer and that this Release shall be binding upon Guardian and Volunteer.
- (b) If Volunteer is volunteering at the Habitat office or warehouse, Volunteer and Guardian represent that Volunteer is at least 14 years of age.
- (c) If Volunteer is volunteering at a Worksite, Volunteer and Guardian represent that Volunteer is at least 16 years of age.
- (d) If Volunteer is under the age of 16, Volunteer and Guardian have provided appropriate adult supervision of the Volunteer by responsible adults other than Habitat. Volunteer and Guardian understand and acknowledge that it is solely the responsibility of the Guardian to provide or arrange for such supervision of the Volunteer.
- (e) Volunteer and Guardian represent that the Volunteer is not volunteering during school hours except as part of a school-sanctioned program.

2. ASSUMPTION OF THE RISK. Volunteer and Guardian desire that Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). Volunteer and Guardian understand that the Activities may include:

- constructing and rehabilitating residential buildings at a Habitat construction site (a "Worksite");
- transporting, loading and unloading equipment or materials;
- working in the Habitat offices or warehouse;
- working in distressed neighborhoods;
- any other activities related to the foregoing; and
- any other activities as instructed by Habitat personnel or volunteers.

Volunteer and Guardian understand and acknowledge that the Activities and Volunteer's presence at a Worksite may be hazardous to Volunteer and may involve a risk of serious injury or death. Volunteer and Guardian further understand and acknowledge that a Worksite is a construction site and, as such, presents inherent risks to the safety of Volunteer.

WITH SUCH KNOWLEDGE, VOLUNTEER AND GUARDIAN HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES ALL RISK OF INJURY OR HARM TO VOLUNTEER, INCLUDING ANY

RISK OF BODILY OR PERSONAL INJURY, ILLNESS, DEATH OR DAMAGE TO PROPERTY, ARISING OUT OF THE ACTIVITIES (WHETHER PERFORMED BY VOLUNTEER OR SOMEONE ELSE) OR VOLUNTEER'S PRESENCE AT A WORKSITE. VOLUNTEER AND GUARDIAN ALSO UNDERSTAND THAT HABITAT DOES NOT ASSUME ANY RESPONSIBILITY FOR, OR OBLIGATION TO PROVIDE MEDICAL TREATMENT IN THE EVENT OF INJURY OR ILLNESS.

3. RELEASE AND WAIVER. Volunteer and Guardian do hereby release and forever discharge and agree to indemnify and hold harmless Habitat and its successors and assigns from any and all liability, damage, loss, claim, action, suit, cause of action, demand, proceeding, cost, or expense (including attorney and other professional fees) of whatever kind or nature, either in law or in equity, known or unknown, liquidated or contingent (any "Claim"), which the Volunteer or Guardian or anyone else claiming by or through them has, may have had, or may have in the future in connection with, related to, or arising out of:

- the Activities (whether performed by the Volunteer or anyone else),
- Volunteer's presence at a Worksite or any other place where the Activities are being performed,
- the use of Volunteer's image or voice as described in Section 5, or
- any first aid, treatment, or service provided by Habitat or anyone else or the failure of Habitat or anyone else to provide any such first aid, treatment or service.

VOLUNTEER AND GUARDIAN UNDERSTAND THAT THIS RELEASE DISCHARGES HABITAT FROM ANY LIABILITY RELATED TO ANY CLAIM THAT THE VOLUNTEER OR GUARDIAN OR ANYONE ELSE CLAIMING BY OR THROUGH THEM MAY HAVE AGAINST HABITAT WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM THE ACTIVITIES (WHETHER PERFORMED BY THE VOLUNTEER OR ANYONE ELSE) OR VOLUNTEER'S PRESENCE AT A WORKSITE, WHETHER CAUSED BY THE NEGLIGENCE OF HABITAT OR OTHERWISE. VOLUNTEER AND GUARDIAN AGREE THAT THEY WILL NOT SUE OR BRING ANY ACTION AGAINST HABITAT RELATED TO ANY OF THE FOREGOING MATTERS.

4. WORK RESTRICTIONS. Volunteer and Guardian understand and acknowledge that:

- (a) no children under the age of 14 may volunteer at the Habitat office or warehouse or be present at a Worksite;
- (b) no children under the age of 16 may:
  - be present at a Worksite when potentially hazardous construction activities are occurring;
  - engage in any potentially hazardous activities;
  - volunteer during school hours except as part of a school-sanctioned program; or
  - volunteer without appropriate adult supervision provided by the Guardian.
- (c) no children under the age of 18:
  - may engage in any potentially hazardous activities; or
  - volunteer during school hours except as part of a school-sanctioned program.

5. VOLUNTEER INSURANCE COVERAGE. Habitat does not assume any responsibility for or obligation to provide any financial assistance or insurance coverage to Volunteer, including but not limited to medical or disability insurance. Each Volunteer is expected to obtain and maintain his own medical, health, disability or other insurance coverage as deemed necessary by Volunteer and to make any claims against such personal insurance policies in the event of any injury to Volunteer. To the extent that Volunteer or Guardian's personal insurance does not fully cover Volunteer's claim and to the extent any policy of insurance maintained by Habitat so provides, Volunteer may be eligible for secondary coverage under such policy of insurance maintained by Habitat.

6. IMAGE AND VOICE RELEASE. Volunteer and Guardian do hereby forever and unconditionally grant and convey unto Habitat all right, title, and interest in and to any and all image or voice recordings of Volunteer made by Habitat (including any photographs, video or audio recordings)

during Volunteer's Activities with Habitat or presence on a Worksite, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. AUTHORIZATION FOR TREATMENT. I hereby authorize Habitat to provide medical treatment to Volunteer and to make decisions concerning the medical treatment or hospitalization of Volunteer. I have provided Habitat with all relevant medical information concerning Volunteer, including allergies to medication, and I have provided a phone number below where I can be reached in the event of an emergency.

8. OTHER.

(a) 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 Connecticut, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of laws.

(b) Volunteer and Guardian submit to the exclusive jurisdiction of the state and federal courts of New Haven, Connecticut.

(c) In case any one or more of the provisions or parts of a provision contained in this Release are, for any reason, held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or part of a provision of this Release or any other jurisdiction, but this Release will be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein and such provision or part will be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

(d) This Release constitutes the entire understanding of the parties, and cannot be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the date set forth below.

<p><b>Volunteer</b></p>  <p>_____ Signature of Volunteer</p> <p>_____ Print name</p> <p>_____ Date</p>	<p><b>Guardian</b></p>  <p>_____ Signature of Guardian</p> <p>_____ Print name</p> <p>_____ Date</p>
<p><b>Address:</b></p> <p>_____</p> <p>_____</p> <p><b>Phone/Email:</b></p> <p>(H) _____</p> <p>(W) _____</p>	<p><b>Address:</b></p> <p>_____</p> <p>_____</p> <p><b>Phone/Email:</b></p> <p><b>I can be reached at the # below in the event of an emergency.</b></p>

Email: _____	(H) _____ (W) _____ Email: _____
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