

Release and Waiver of Liability

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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 _____ (the "Volunteer") 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 hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. ASSUMPTION OF THE RISK. 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 at a Habitat construction site (a "Worksite");
- demolition, using construction tools and equipment, and working on ladders or scaffolding;
- 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 understands and acknowledges 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 further understands and acknowledges that a Worksite is a construction site and, as such, presents inherent risks to the safety of Volunteer.

WITH SUCH KNOWLEDGE, VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES ALL RISK OF INJURY OR HARM, 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 ALSO UNDERSTANDS THAT HABITAT DOES NOT ASSUME ANY RESPONSIBILITY FOR, OR OBLIGATION TO PROVIDE MEDICAL TREATMENT IN THE EVENT OF INJURY OR ILLNESS.

2. RELEASE AND WAIVER. Volunteer does 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 anyone else claiming by or through him 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 4, 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 UNDERSTANDS THAT THIS RELEASE DISCHARGES HABITAT FROM ANY LIABILITY RELATED TO ANY CLAIM THAT THE VOLUNTEER OR ANYONE ELSE CLAIMING BY OR THROUGH HIM 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 AGREES THAT HE WILL NOT SUE OR BRING ANY ACTION AGAINST HABITAT RELATED TO ANY OF THE FOREGOING MATTERS.

3. 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'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.

4. IMAGE AND VOICE RELEASE. Volunteer does 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.

5. OTHER.

(a) Volunteer expressly agrees 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 submits 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 has executed this Release as of the date set forth below.

_____ Signature of Volunteer	_____ Date
_____ Print name	
Address: _____ _____	Phone/Email: (H) _____ (W) _____ Email: _____



Habitat for Humanity of Greater New Haven

CONSTRUCTION SAFETY VIDEO ACKNOWLEDGEMENT

The HFHI Construction Safety Video contains important information about maintaining a safe Habitat for Humanity work site. Habitat for Humanity of Greater New Haven has provided this video to me. I acknowledge that I have viewed the video, that I understand the information provided and that I will follow the rules contained in the video.

I further understand that if I have any questions about the contents of the video or the policies of Habitat for Humanity, I should consult the Construction Supervisor, the Executive Director or the President of the Board of Directors of Habitat for Humanity of Greater New Haven.

Signed: _____

Date: _____

Printed Name: _____