



## 2015 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") is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer"), in favor of **Habitat for Humanity of Evansville**, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

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

**Release and Waiver.** I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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, illness, death or property damage.

*It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.*

**Medical Treatment.** I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever 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 consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk.** I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and 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 pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of

terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

**Insurance.** I, the Volunteer, 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, 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.

**Photographic Release.** I, the Volunteer, do hereby grant and convey unto Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

**Other.** I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here with a witness (if less than 18 years of age, parent or legal guardian must witness).

⇒ **Volunteer Information:**

Name (please print): \_\_\_\_\_  
First M.I. Last

Address: \_\_\_\_\_  
Street City State Zip Code

Phone: (H) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (C) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Work) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

⇒ **Emergency Contact Information**

Name (please print): \_\_\_\_\_  
First M.I. Last

Address: \_\_\_\_\_  
Street City State Zip Code

Phone: (H) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (C) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Work) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

⇒ **Signature:** \_\_\_\_\_

⇒ **Witness:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_



## Safety Policy

Safety is everybody's concern and is always an important consideration at any construction site. Building construction can be one of the most dangerous occupations. Since Habitat work crews normally have a high proportion of inexperienced volunteers, everyone must pay particular attention to safety. Try to be conscious of the safety of others as well as yourself. An observer can often see danger better than the volunteer involved in the project. Be cautious at all times and ask questions. Do not go ahead with a task if you are uncertain how it is done, or if you are unable to do it. Safety is based on knowledge, skill and an attitude of care and concern. Supervisors should instruct each volunteer about the correct and proper procedures for performing each task. This should familiarize the volunteer with the potential hazards of doing the tasks and advise him or her as to how such hazards can be minimized or eliminated. It is very important that we at Habitat know about safe work practices and follow them.

### Guidelines for a safe attitude

1. THINK before you do your work or task.
2. If you are uncertain about how to do a task or how to operate a power tool-ASK A SUPERVISOR.
3. Concentrate on your task and eliminate distractions.
4. Know where the first-aid kit is located and how to get emergency help.
5. Inspect all power tools, hand tools, ladders and scaffolding on a daily basis.
6. Advise your supervisor IMMEDIATELY of any unsafe or hazardous tool or condition.

### Proper safety equipment

Proper clothing is as essential to safety as the proper selection and use of tools. Wear clothes and gloves that are appropriate for the work and weather conditions. Loose clothing is dangerous around power tools. Volunteers shall wear work boots or thick-soled shoes at all times when on a construction site. Any volunteer wearing sandals or other types of inappropriate footwear shall not be permitted to remain at a construction site. Hard hats are to be worn while doing demolition work, or when required by a supervisor. Protective glasses will be available for every construction volunteer. A volunteer must wear protective glasses any time he or she is operating a power tool or when instructed by a supervisor. Each volunteer should wear a dust mask when installing insulation, sanding or when instructed by a supervisor. Ear plugs should be worn when using a power tool for a prolonged period of time or when instructed by a supervisor. Ear plugs are to be made available to volunteers on each job site at all times.

**Emergency medical care:** If a volunteer is injured on the job, contact your supervisor immediately and summon any needed medical help. The volunteer also should use the supplies located in the first-aid kit to stabilize the injury as much as possible until medical help arrives.

### Hand tools

Always select the correct type and size of tool for your work and be sure it is sharp and properly adjusted. Guard against using any tool if the handle is loose or in poor condition. Dull tools are hazardous to use because excessive force must be used to make them cut. Oil or dirt on a tool may cause it to slip and cause an injury. When using tools, hold them correctly. Most edged tools should be held in both hands with the cutting action away from yourself. Avoid using your hand or fingers as a guide to start a cut, but if it is necessary, use extreme caution. Handle and carry tools with care. Keep edged and pointed tools turned downward. Carry only a few tools at one time unless they are mounted in a special holder or carried in a tool belt. Anyone working with a hammer at a height should wear a hammer loop or tool belt, and, when not in use, the hammer should be kept in the loop or belt and not placed on a sloping surface or in a precarious position. Do not carry sharp tools in your pockets. When not in use, tools should be kept in special boxes, chests or cabinets.

**A special word on saws:**

1. Don't bind the blade of any saw. When cutting long panels, the blade may bind, and the saw mill will catch and kick back toward the operator. Use small wood wedges or shim shingles to spread the saw cut as you go along.
2. Maintain the blade guard. A spring-actuated blade guard often can become bent and won't slide quickly, or the spring can become stretched so the return is slow. Repair any damage to the guard as soon as it happens, and NEVER tie the guard back out of the way.
3. Support what you are working on properly. Never attempt to cut something that could tilt or fall and cause the saw to slip.

**Ladders**

Inspect a ladder before you use it. If the ladder is unsafe, don't use it. Look for wear and tear, loose rungs and defects. Use a ladder that will reach the work. An extension ladder should reach 3 feet above the work level. Move your ladder with your work. If both of your shoulders are extended outside the ladder while you are working, you are reaching too far. When using an extension ladder, use the "4-to-1" rule: For every 4 feet of height, move the bottom of the ladder one

(1) foot away from the wall. A ladder is pitched at the proper, safe angle if you can grasp a rung at shoulder height. Place your ladder on solid footing. If there is a danger of the ladder moving while you work, tie it down. If there is a danger that the ladder will be hit, barricade it. If the feet of the ladder are not level, dig the ground out under one foot with the claw of a hammer rather than raise one foot with blocks. Never use an aluminum ladder in the vicinity of electrical lines and never use a ladder outdoors during inclement weather or on very windy days. Carry tools and materials in proper carrying devices and keep your hands free for climbing. When climbing, always face the ladder.

A clean work place is a safe work place. This refers to the neatness and good order of the construction site. Maintaining good housekeeping contributes to the efficiency of the worker and is important in preventing accidents.

**Youth Involvement on Work Sites**

No one under the age of 16 is allowed on a construction site while construction is going on. Furthermore, no one under the age of 18 is allowed to do any ultra-hazardous activities, which includes the use of power tools or motor vehicles, demolition, roofing or work from a height of six feet or more, or excavation operations.

**Other**

Safety depends on you! Everyone must pay particular attention to safety. Try to be conscious of the safety of others as well as yourself.

Excerpts taken from Habitat for Humanity International's Construction Safety Policy

**Please sign to indicate you have received and read the waiver of liability and safety policy.**

As a volunteer participant with Habitat for humanity of Evansville, Inc., I (my dependent) understand and accept that Habitat does not provide health insurance or liability insurance to volunteers while at the work site or other Habitat-related activities. I agree to assume all risk of injury that I (my dependent) may suffer during participation as volunteer and agree to hold harmless liability for any claim, demand, damage, action or cause of action, of whatever kind or nature, on account of, arising from, or in any ways growing out of my volunteer activities with Habitat for Humanity of Evansville, Inc. Unless otherwise indicated, I, the volunteer, grant and convey unto Habitat for Humanity all right, title and interest in any and all photographic images and video or audio recordings made by Habitat during my work for Habitat for any purpose whatsoever-commercial or otherwise-without compensation to me.

⇒ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

If signing for a dependent 16 & 17 years of age; print Child's Name: \_\_\_\_\_



**IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. Also, all parents or guardians must complete the “Parental Authorization for Treatment of, and Travel With, a Minor Child” on the following page. If only one parent or guardian executes this Release 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 this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.**

**Parent/Guardian:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Witness: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Parent/Guardian:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Witness: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

**IF APPLICABLE:**

**School/Organization (no abbreviations please):**  
\_\_\_\_\_

**Host Affiliate Site:**  
\_\_\_\_\_



**PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD**

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 Habitat for Humanity International, 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 or 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.

Also, I hereby authorize and appoint my agent to travel with my minor child to **[insert location]**, and consent for my minor child to serve as a volunteer with **[insert organization]**, and to help construct houses and participate in other activities on a voluntary basis, without compensation.

\_\_\_\_\_  
 1) Parent or Guardian:    Witness:    Date:

\_\_\_\_\_  
 2) Parent or Guardian:    Witness:    Date:

This PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD sworn to and subscribed before me by \_\_\_\_\_ and \_\_\_\_\_, the Parent(s) or Legal Guardian(s) of \_\_\_\_\_, a minor child, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_