



2017

2017 Volunteer Agreement, 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 by (the "Volunteer"), in favor of Habitat for Humanity of Evansville, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, 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, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

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

Release and Waiver. In consideration of and in order to be allowed to participate in the Activities, 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, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that by signing this Release I knowingly assume the risk of injury, harm, damage 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.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity 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, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.

Consent to Transportation and Medical Treatment. I consent 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 the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response 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 parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties 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 the Released Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

Insurance. I 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.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

Confidentiality. I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release. I hereby grant and convey unto Habitat for Humanity International, Inc. all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

Sex Offender Registry Check.

Habitat for Humanity of Evansville requires that sex offender registry checks be conducted for all potential partner families, board members, employees and key volunteers, and in particular, those who may have unsupervised contact with a child, the elderly or persons with disabilities. HFHE reserves the right to recheck sex offender status at any time during the homebuilding process, course of employment and/or service. Any person who does not consent to a sex offender registry check will not be permitted to become a partner family, work and/or volunteer with HFHE. Key volunteer generally refers to any individual who works eight (8) or more hours each month and/or has contact with vulnerable populations such as children, the elderly or persons with disabilities. For the full Sex Offender Database Check policy, please visit www.evansvillehabitat.org

Criminal Background Check.

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Habitat for Humanity of Evansville requires that criminal background checks be conducted for all potential partner families, board members, employees and key volunteers, and in particular, those who may have unsupervised contact with a child, the elderly or persons with disabilities. HFHE reserves the right to recheck criminal backgrounds at any time during the homebuilding process, course of employment and/or service. Any person who does not consent to a criminal background check will not be permitted to become a partner family, work and/or volunteer with HFHE. For the full Criminal Background Check policy, please visit www.evansvillehabitat.org

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held 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 a Released Party does not prevent the exercise of any other right.

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 representative.

⇒ **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: _____

⇒ **Volunteer Signature:** _____

Witness: Name (please print): _____ Signature: _____

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IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must (1) complete the signature section below; and (2) sign one additional form: the "Parental Authorization for Treatment of, and Travel With, a Minor Child" ("Parental Authorization") on the following page. If the minor will be travelling outside the United States, the Parental Authorization must be notarized.

If only one parent or guardian signs these forms 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 these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

Name of Volunteer Under 18 Years Old:

⇒ **Name:** _____ **Date of Birth:** _____

SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.

Parent/Gaurdian Information:

Name (please print): _____
First M.I. Last

Address: _____
Street City State Zip Code

Phone: (H) _____ (C) _____ (Work) _____

E-mail: _____

⇒ Signature: _____ Date: _____

Parent/Gaurdian Information:

Name (please print): _____
First M.I. Last

Address: _____
Street City State Zip Code

Phone: (H) _____ (C) _____ (Work) _____

E-mail: _____

⇒ Signature: _____ Date: _____

Witness: Name (please print): _____ **Signature:** _____

FOR INFORMATIONAL PURPOSES ONLY:

School/Organization (no abbreviations please): _____

Host Affiliate Site: _____

IMPORTANT: If the Volunteer is less than 18 years of age, this Parental Authorization also must be signed.

If the minor child will be travelling outside the United States, the Parental Authorization must be notarized.

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

I, _____, am the parent or legal guardian having custody of a child or children who are under 18 years old and who will be volunteering with Habitat for Humanity International, Inc. or its affiliated organizations. As such parent or legal guardian, I hereby authorize and appoint _____, an adult in whose care the minor child has been entrusted, and any agent or employee of Habitat for Humanity International, Inc. or its affiliated organizations if necessary or appropriate, as my agent to act for me with respect to my minor child(ren) and their personal care, and in my name in any way I could act in person to make any and all decisions for me with respect to my child listed below (“child”):

Name: _____ **Date of Birth:** _____

I consent to the use of first aid treatment for my child and the use of generic and over the counter medications and treatments as directed by manufacturer labels, to be administered by Habitat for Humanity International, Inc. or its affiliated organizations or first aid personnel. In an emergency, I understand my named agent and/or Habitat for Humanity International, Inc. or its affiliated organizations may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the named agent above and any agent or employee of Habitat for Humanity International, Inc. or its affiliated organizations to act as an agent for me to consent to any examination, testing, x-rays, medical, dental, or surgical treatment for my child as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my child’s assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize Habitat for Humanity International, Inc. or its affiliated organizations to arrange for transportation of my child as deemed necessary and appropriate in their discretion. My agent shall have the same access to my child’s medical records that I have, and is designated by me to be the child’s Personal Representative under the Health Insurance Portability and Accountability Act (HIPAA), including the right to disclose the contents to others. I authorize health care personnel and health care facilities to rely on this consent form and any health information I have provided to my named agent and/or Habitat for Humanity International, Inc. or its affiliated organizations regarding my child. I 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 Habitat for Humanity International, Inc. or its affiliates. I understand my child will help construct/rehabilitate houses and participate in other activities on a voluntary basis, without compensation, as further set forth in the Volunteer Agreement, Release and Waiver of Liability, the terms of which are incorporated herein by reference.

SIGNATURES ON NEXT PAGE.

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I have read and understand the above Parental Authorization for Treatment of, and Travel With, a Minor Child, any questions of mine have been answered, and I voluntarily agree to all such provisions.

Parent/Gaurdian Information:

Name (please print): _____
First M.I. Last

Address: _____
Street City State Zip Code

Phone: (H) _____ - _____ - _____ (C) _____ - _____ - _____ (Work) _____ - _____ - _____

E-mail: _____

⇒ Signature: _____ Date: _____

Parent/Gaurdian Information:

Name (please print): _____
First M.I. Last

Address: _____
Street City State Zip Code

Phone: (H) _____ - _____ - _____ (C) _____ - _____ - _____ (Work) _____ - _____ - _____

E-mail: _____

⇒ Signature: _____ Date: _____

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: _____



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: _____