

## RELEASE & WAIVER OF LIABILITY

This is a Release and Waiver of Liability (the “**Release**”) executed on this date, \_\_\_\_\_, by \_\_\_\_\_ (the “**Volunteer**”), and, if applicable, in conjunction with \_\_\_\_\_, the parent having legal custody or the legal guardian of the Volunteer (the “**Parent/Guardian**”), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Lancaster Area Habitat for Humanity, Inc., a Pennsylvania nonprofit corporation, their officers, directors, employees, affiliates, agents, representatives, successors and assigns (collectively known as “Habitat”).

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the “Activities”). The Volunteer and Parent/Guardian understand that the Activities may include construction, rehabilitating buildings, working in the Habitat office, and participating at special events. In consideration of the permission granted to participate in the Activities, the Volunteer and Parent/Guardian hereby freely and without duress execute this Release under the terms below:

### 1. Release and Waiver

The Volunteer and Parent/Guardian hereby AGREE TO WAIVE, RELEASE, FOREVER DISCHARGE and HOLD HARMLESS Habitat and any of its officers, directors, employees, affiliates, agents, homeowners, volunteers, representatives, successors and assigns from any and all liability, actions, causes of action, demands, damages (any illness, death, bodily injury, personal injury or property damage) and claims of every kind or nature, either in law or in equity, which arise or may hereafter arise from the Volunteer’s Activities. The Volunteer and Parent/Guardian further, RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS Habitat and any of its officers, directors, employees, affiliates, agents, representatives, successors and assigns from any and all liability arising from Habitat and any of its officers, directors, employees, affiliates, agents, homeowners, volunteers or representative’s OWN NEGLIGENCE OR CARELESSNESS.

### 2. Scope of Work for Children/Youths/Minors

It is the policy of Habitat that children under the age of 14 are not allowed on a Habitat work site while construction is in progress. Youth under the age of 16 are not allowed on an active Habitat work site and will be limited to activities that include clearing lots and landscaping work (weeding, planting, and digging). Minors between the ages of 16 and 17 may perform general construction work, but are prohibited from engaging in demolition, roofing and excavation using ladders and scaffolding, and operating power tools.

### 3. Medical Treatment

The Volunteer and Parent/Guardian understand that Habitat does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of any illness, bodily injury or personal injury sustained by the Volunteer. The Volunteer and Parent/Guardian hereby RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS Habitat from any and all claims, costs, expenses, damages whatsoever which arise or may hereafter arise on account of any first aid, physical or mental health treatment, or medical service rendered as a result of the Volunteer’s Activities with Habitat.

### 4. Assumption of Risk

The Volunteer and Parent/Guardian acknowledge that the Activities may include work that is inherently dangerous. The Volunteer and Parent/Guardian further understand that the Activities might involve physical activity, contact with unidentified and/or unfamiliar persons, unanticipated hazards, unexpected dangers and other potential risks of bodily injury or damage to property. The Volunteer and Parent/Guardian represent that the Volunteer has no physical or mental conditions which to their knowledge, would endanger the Volunteer and any other person or would interfere with the Volunteer’s ability to participate in the Activities. The Volunteer and Parent/Guardian fully realize the dangers of participating in the Activities and agree that the Volunteer is solely responsible for his/her safety and health conditions

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(and any limitations imposed thereby). The Volunteer and Parent Guardian hereby expressly and specifically assume any and all risks of injury, illness or harm caused or sustained during the Volunteer's participation of the Activities.

### 5. Insurance

The Volunteer and Parent/Guardian understand that Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

### 6. Use of Image/Likeness Release

The Volunteer and Parent/Guardian are aware that the Volunteer's participation in the Activities may result in the capturing of the Volunteer's image and likeness through photographic images and video or audio recordings by Habitat. The Volunteer and Parent/Guardian understand that Habitat could utilize the Volunteer's image and likeness for a variety of promotional purposes, for which the Volunteer and Parent/Guardian will not receive any compensation, royalties, proceeds, or other benefits. The Volunteer and Parent/Guardian hereby: 1) grant and convey unto Habitat all right, title and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's Activities; 2) waive the right to publicity regarding any of the Volunteer's images and likenesses as captured on film or video; and 3) consent to the use of any of the Volunteer's images and likenesses for the purposes of: television, DVD, video, and other analog and digital production broadcast or release, at the discretion of Habitat; and advertising and marketing in various media, including, but not limited to, television, internet, outdoor, and print media, at the discretion of Habitat.

### 7. Other

The Volunteer and Parent/Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Pennsylvania, and that this Release shall be governed by and interpreted in accordance with the laws of Pennsylvania. 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 provisions of this Release which shall continue to be enforceable. Volunteer understands that all of the families who purchase Habitat homes, which are built mainly with volunteer labor, are pre-qualified and pre-selected. Volunteer understands that volunteering with Habitat does not mean that Volunteer will be offered a house for purchase. If Volunteer volunteers at Habitat and is later accepted into the homeownership program, Volunteer understands that none of the hours worked prior to official acceptance will count toward the hours of sweat equity which will be required as a future homeowner. **Volunteer understands that Volunteer will not be compensated in any way for the time/work which Volunteer freely volunteers to Habitat.**

By signing below, the Volunteer and, if applicable, the Parent/Guardian, has read, understood, and executed this Release as of the date first above written. All information must be completed prior to working.

Signature of Volunteer \_\_\_\_\_ Birth date: \_\_\_\_\_

Signature of Parent/Guardian (if applicable): \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact person in case of emergency: \_\_\_\_\_ Phone: \_\_\_\_\_