

## **Release and Waiver of Liability**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS!**

This Release and Waiver of Liability (the “Release”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ individually, and on behalf of their heirs, representatives, successors, and assigns (collectively, the “Volunteer”) in favor of Habitat for Humanity International Inc., a nonprofit corporation and Habitat for Humanity of Summit County Inc., an Ohio nonprofit corporation, their directors, officers, employees and agents (collectively, “Habitat”).

The Volunteer desires to work as a volunteer for Habitat and to engage in related activities (the “Activities”). The Volunteer understands the Activities may include, but not be limited to, constructing and rehabilitating residential buildings, working in Habitat’s offices, living in housing provided for Habitat volunteers, and riding to and from Habitat work sites in transportation provided by Habitat or by other Habitat volunteers.

In consideration of Habitat permitting the undersigned to participate in the Activities, the Volunteer hereby freely, voluntarily, and without duress acknowledges and agrees as follows:

**Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with Habitat.

Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Habitat does 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 an injury or illness which Volunteer may incur as a result of the Volunteer’s Activities with Habitat.

**Medical Treatment.** Volunteer does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Habitat.

**Assumption of Risk.** The Volunteer understands that the Activities with Habitat include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading of materials and equipment, and partaking of transportation to and from Habitat work sites.

Volunteer hereby expressly and specifically assumes all risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage related to, or arising or resulting from the Activities.

**Insurance.** The Volunteer understands that, except as otherwise agreed to in writing by Habitat, 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 HEALTH INSURANCE COVERAGE.**

**Coverage.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Volunteer agrees that 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 release or provision shall not otherwise affect the remaining provisions of this Release, all of which shall continue to be enforceable.

**Photographic Release.** Volunteer authorizes Habitat to photograph, video record, or audio record Volunteer during the Volunteer’s Activities for Habitat for use in Habitat’s printed and electronic promotional and educational materials. Volunteer does hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings taken of Volunteer by Habitat during the Volunteer’s Activities (being all those activities performed while participating in Habitat sponsored events) with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, without compensation or fee and consents to Habitat’s unlimited use of those images as it deems appropriate for promotional and educational purposes. Volunteer forever releases and holds harmless Habitat from any and all claims that Volunteer has or may have in the future arising out of Volunteer’s participation in the images or Habitat’s use of the images.

**Talking to the Media.** Volunteers may not present themselves as representatives of or spokespeople for Habitat, either in print or in conversation, and may not publish under Habitat’s name without express permission from the President and CEO of Habitat for Humanity of Summit County. Requests from the media must be directed to the President and CEO of Habitat for Humanity of Summit County. No volunteer of Habitat will represent the agency or provide information to the media without prior authorization from the President and CEO of Habitat for Humanity of Summit County.

**Drug Free Environment.** Habitat for Humanity of Summit County provides a drug-free environment. A volunteer may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Drug abuse violations will result in immediate termination of volunteer service.

**Mandatory Reporting of Concerns.** Volunteers agree to report all concerns of safety or impropriety to the President and CEO of Habitat for Humanity of Summit County. Volunteers may choose to report to Habitat’s independent, confidential, and secure monitoring service, Red Flag Reporting. This reporting method is available to all Volunteers. To file a report using Red Flag Reporting go to [www.redflagreporting.com](http://www.redflagreporting.com). The reporting is available 24-hours a day via the toll free number (1-877-647-3335) or the online submission form found at [www.redflagreporting.com](http://www.redflagreporting.com). Volunteers should reference the Habitat for Humanity of Summit County client code no. 3307457734. A link to Red Flag Reporting is also posted on the Habitat for Humanity of Summit County’s website ([www.hfhsummitcounty.org](http://www.hfhsummitcounty.org)).

By signing this form, I acknowledge that I have viewed the construction safety video from Habitat for Humanity International.

By signing this form, I acknowledge that I will not perform any work on a Habitat worksite until properly instructed by the staff of Habitat, the Site Supervisor, or the Safety Coordinator.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS “RELEASE AND WAIVER OF LIABILITY” AND “PHOTOGRAPHIC RELEASE.” I HAVE ALSO ASKED AND RECEIVED FROM HABITAT, PRIOR TO SIGNING, A SATISFACTORY EXPLANATION OF ANY PORTIONS OF THIS RELEASE THAT I DID NOT AT FIRST FULLY UNDERSTAND. I FURTHER ACKNOWLEDGE AND AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE HABITAT AND ITS EMPLOYEES AND AGENTS FROM LIABILITY FOR MY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH THAT MAY ARISE FROM MY PARTICIPATION IN ACTIVITIES FOR HABITAT WHETHER CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

**PLEASE WRITE CLEARLY & NEATLY!**

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Print Name

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Signature

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Date

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HOME Mailing Address

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City

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State

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Zip

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Phone

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E-mail

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Affiliation