

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 this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of Habitat for Humanity of Otsego County, Inc. and Habitat for Humanity International, Inc. (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, traveling to and from work sites, consuming food available or provided, 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.

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.

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 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 to the Released Parties all rights, 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 New York State. 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.

OVER, PLEASE !

All volunteers must comply with our insurance carrier's requirements by reading and signing this Release and Waiver of Liability.

To express my understanding of and agreement with this Release, I sign here with a witness:

Volunteer: Name (please print): _____ Signature _____

Address: _____

Phones: H _____ C _____ W _____

Date of birth: _____ OR Over 18? yes no (Under 18 needs an additional form).

E-mail: _____

Witness: Name (please print): _____ Signature _____

Date: _____

Skills:

Carpentry
 Drywall

Electrical
 Heating

Plumbing
 General Labor

Other Special Skills: _____

Check here if you do NOT wish to be added to our mailing list (or are already on it).

Check here if you would like to receive our weekly e-mails during the work season re work accomplished and planned.

There is a "sign-in/sign-out" list each workday. Sign it each time you come. Our insurance policies cover only signed-in workers. Sign in yourself - someone else doing it for you doesn't count.

Our primary consideration is SAFETY - yours and your fellow volunteer workers. Do not hesitate to inform the supervisor if you know you ought to avoid certain conditions such as dusty areas, heights, heavy lifting, etc. Ask for each instruction to be clearly described and demonstrated to you. Keep safety uppermost in your mind at all times. Do not agree to perform a task if you feel that it is beyond your capabilities. A "Workplace Participation Policy and Safety Checklist" is at the beginning of the sign-in book. Please take a few moments to review it.

If you are injured, report this to your supervisor at once. HFHOC will provide first aid, and arrange for emergency room transport and escort if needed.

In the event of accident or injury, medical costs are first paid by your own personal policy, the HFHOC policy is then applied.

THANK YOU!