



Volunteer Release & Waiver of Liability

Please read carefully. This is a legal document that affects your legal rights.

This release MUST be completed, signed and turned in on the day you work with Wichita Habitat for Humanity, Inc. at the construction site, warehouse, ReStore, office complex, or an event. Once you have returned this waiver, it will be kept on file at the Wichita Habitat for Humanity, Inc. office for five years from date of signature. **Construction volunteers:** A new waiver must be signed for each house.

This Release and Waiver of Liability (the "Release") executed by (the "Volunteer") or the minor child (the "Volunteer"), and the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian") in favor of Habitat for Humanity International, Inc., a nonprofit corporation and Wichita Habitat for Humanity, Inc. a Kansas nonprofit corporation, their directors, officers, employees, volunteers and agents (collectively, "Habitat"). The Volunteer and Guardian desire to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and Guardian understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices or working at the ReStore. The Volunteer and Guardians hereby freely, voluntarily, and without duress executes this Release under the following terms:

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 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 injury or death.

ACKNOWLEDGEMENT – Volunteer understands and acknowledges 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, Volunteer understands that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. Volunteer agrees it is their responsibility to communicate these requirements to any of their minor children who will attend and/or participate in the Activities.

MEDICAL TREATMENT – Consent to Transportation and Medical Treatment. Volunteer consents 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, Volunteer understands the Released Parties may try to contact the individual listed above as an emergency contact. If an emergency contact cannot be reached promptly, Volunteer hereby authorizes the Released Parties to act as an agent for them to consent to any examination, testing, x-rays, medical, dental or surgical treatment for Volunteer as advised by a physician, dentist or other health care provider. This includes, but is not limited to, 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.

Volunteer also authorizes the Released Parties to arrange for transportation as deemed necessary and appropriate in their discretion. Volunteer releases, forever discharges and holds harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by Volunteer or on Volunteer's behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with Volunteer's Activities with any of the Released Parties.

ASSUMPTION OF RISK – Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction loading and unloading, transportation to and from the work sites, and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if Volunteer does not wear protective equipment, is exposed for extended periods of time, or has a pre-existing immune system deficiency. Volunteer hereby expressing and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities. Volunteer agrees to follow the safety rules.

INSURANCE – The Volunteer understands that, except as otherwise agreed to by Habitat in writing, 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.

PHOTOGRAPHIC RELEASE – Volunteer does hereby 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 with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

BACKGROUND CHECK – Volunteer understands that Habitat reserves the right to run a criminal background check and/or sex offender registry check on volunteers, and that the results of said background check may affect the Volunteer's status with Habitat.

OTHER – Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Kansas. 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 clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. The Volunteer acknowledges with the signature below that they have received safety information, have read it, and understand its contents



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PLEASE PRINT OR TYPE

Volunteer Location: _____

First Name: _____ **Last Name:** _____ **Birth date:** _____

Home Address (Street, City, and Zip): _____

Primary phone number: (_____) _____

E-mail address: _____

Medical Information: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: (_____) _____

How did you hear about Habitat for Humanity? _____

I, the undersigned, do hereby for myself and all who may hereafter claim through me or for me, release Wichita Habitat for Humanity and their representatives from all claims, rights, and causes of action accruing in my favor as a result of personal injury, loss of life, or loss of property while participating in the aforementioned activity.

I understand that there may be risks associated with the activity described and that I voluntarily agree to participate in the activity. I further agree that no suit or action at law shall be instituted for the above reasons by me or by others on my behalf.

I hereby agree and consent to allow Wichita Habitat for Humanity to photograph and videotape the above named person for advertising and publicity purposes and waive all claims for any compensation for such use or for damages.

Volunteer Signature: _____ **Date:** _____

Name of parent/guardian of minor: _____

Signature of parent/guardian: _____

I acknowledge that I have read, understand, and will abide by Habitat for Humanity's Code of Conduct. Yes No

May we contact you in the future with other Habitat events and volunteer opportunities? Yes No