

**RELEASE AND WAIVER OF LIABILITY**  
**FOR ADULTS**

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

This Release and Waiver of Liability (“Release”) executed on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_ (the “Volunteer”) in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity - Tristate, Ohio Kentucky Indiana, Inc., an Ohio nonprofit corporation, their directors, officers, employees, and agents (collectively “Habitat”).

Volunteer desires to work as a volunteer for Habitat and engage in activities including but not limited to constructing and rehabilitating residential buildings, accepting, receiving and transporting donated property and construction materials and working in habitat offices (“Activities”).

In consideration of being permitted to participate in the Activities, Volunteer on behalf of himself/herself, and his or her heirs, administrators, executors, successors and assigns hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **RELEASE AND WAIVER.** Volunteer does hereby release, waive, discharge, covenant not to sue and otherwise 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 injury or illness.

2. **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 or not rendered in connection with the Volunteer’s Activities with Habitat.

3. **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, and transportation to and from the work sites or other sites.

Volunteer hereby expressly 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.

4. **INSURANCE.** 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.

5. **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.

6. **INTERPRETATION.** 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 clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

7. **FREE ACT.** Volunteer states that he/she has carefully read the above Release and knows the contents of the Release and signs this Release as his/her own free act.

8. **ENTIRE AGREEMENT.** This Release contains the entire Agreement between the parties to this Agreement and the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Witness \_\_\_\_\_

Volunteer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone  
(H) \_\_\_\_\_

(W) \_\_\_\_\_

Individual to be notified in case of an emergency:

Name \_\_\_\_\_

Relation to you \_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Phone(H) \_\_\_\_\_

(W) \_\_\_\_\_