

RELEASE AND WAIVER OF LIABILITY
FOR YOUTH

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 _____, a minor youth (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 Habitat for Humanity - Tristate, Ohio Kentucky Indiana, Inc., an Ohio nonprofit corporation, their directors, officers, employees, and agents (collectively “Habitat”).

Volunteer and Guardian desire for Volunteer 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 Volunteer being permitted to participate in the Activities, Volunteer and Guardian on behalf of themselves, their heirs, administrators, executors, successors and assigns hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **RELEASE AND WAIVER.** Volunteer and Guardian do 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 and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer and/or Guardian 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 and Guardian also understand 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. It is the policy of Habitat that youth under the age of 14 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that, while youth between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18. Volunteer and Guardian agree that Volunteer shall not engage in any such activity under any circumstances. If Volunteer is requested to engage in an activity for which Volunteer is not permitted under Habitat Policy, Volunteer agrees to refuse and advise that he/she is prohibited due to his/her age.

3. **MEDICAL TREATMENT.** Volunteer and Guardian 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.

4. **ASSUMPTION OF RISK.** Volunteer and Guardian understand 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 and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

5. **INSURANCE.** Volunteer and Guardian understand 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 and Guardian is expected and encouraged to obtain his or her own medical or health insurance coverage.

6. **PHOTOGRAPHIC RELEASE.** Volunteer and Guardian do 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.

7. **INTERPRETATION.** Volunteer and Guardian expressly agree 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 and Guardian agree 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.

8. **FREE ACT.** Volunteer and Guardian state that they have carefully read the above Release and know the contents of the Release and sign this Release as their own free act.

9. **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 and Guardian have executed this Release as of the day and year first above written.

Volunteer _____ Witness _____

Parent/Guardian _____

Parent/Guardian _____

Address _____

Phone (H) _____ (W) _____

Other Individual to be notified in case of an emergency:

Name _____ Relation to you _____

Phone (H) _____ (W) _____