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”) executed on this ____ day of _____________, 20__, by __________________ (the “Volunteer”) in favor of Habitat for Humanity International, Inc., a nonprofit corporation and Habitat for Humanity in Whatcom County, Washington nonprofit corporation, their directors, officers, employees, and agents (collectively, “Habitat”).

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, working on other specific projects, and living in housing provided for volunteers of Habitat. The Volunteer 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’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 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.

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 the Risk. The Volunteer understands that the Activities included 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. 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.

Insurance. Habitat for Humanity in Whatcom County carries no-fault Volunteer Accidental Medical Insurance and Volunteer Disability Insurance to protect our Volunteers on our construction and other job sites. However, we make no assurances that this is adequate to your needs. 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.

Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. 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. Volunteer expressly agrees that Habitat may run any background check deemed necessary. No person may volunteer who has been convicted of a crime of a sexual nature. No person may volunteer who has been convicted, in the last seven years, of a crime of a violent nature or of theft or burglary.

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

PLEASE FILL OUT PART 2 ON THE REVERSE SIDE

Volunteer: ___________________________ Witness: ___________________________
Volunteer Name: ______________________________________________________

Address: ________________________________________________________________________________

City, State, Zip: ____________________________________________________________

Phone (H): __________________________ (W): __________________________

Email: ___________________________________________________________________________________

Birth date: __________________________

Emergency Contact Information

In Case of Emergency Contact: _________________________________________________

Relationship: ________________________________________________________________

Address: ____________________________________________________________________________

City, State, Zip: _________________________________________________________________

Phone: __________________________

Medication Being Taken: _________________________________________________________

Date of Last Tetanus Booster: ______________ If you cannot recall, please arrange for a booster as soon as possible.

Physician: ________________________________________________________________

Address: ____________________________________________________________________________

Phone: __________________________

Thank you for your support of Habitat for Humanity in Whatcom County! Through a true partnership experience, low-income families are able to work with Habitat and you, our volunteers, to help build their own house. Then they buy it through a no-profit, zero-interest loan. A decent, affordable place to live is no less than life changing for families. Your support does make a difference!

Criminal and Sex Offender Background Check. By my signature below, I am authorizing Habitat for Humanity in Whatcom County to conduct a Criminal and a Sex offender background check with local, state and national criminal databases and sex offender registries.

Volunteer: ___________________________ Witness: ___________________________

Date: __________________________

PLEASE FILL OUT PART 1 ON THE REVERSE SIDE