



## 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 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, (the "Volunteer", "I" or "me"), in favor of Habitat for Humanity International, Inc., **Habitat for Humanity North Shore**, and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I 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 the Activities will include constructing and rehabilitating residential buildings (including, but not limited to lifting, carrying, and moving construction materials, operating hand or power tools and construction equipment, demolishing and erecting walls, insulating, dry-walling, roofing, removing and installing trim and floors, and may involve exposure to dust, mold, lead paint, and other similar substances or allergens) and other construction related activities; traveling to and from work sites; consuming food available or provided; working in Habitat for Humanity offices; and working at Habitat for Humanity special events.

I hereby freely, voluntarily and without duress execute this Release under the following terms:

### **RELEASE AND WAIVER**

I do hereby release, forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, damages, losses, claims, demands and/or actions of whatever kind or nature, in law or in equity, 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 or not I have been specifically informed of the risks.

## **ASSUMPTION OF THE RISK**

I understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; lifting, carrying, and moving construction materials, operating hand and power tools and construction equipment, insulating, dry-walling, roofing demolishing and erecting walls, removing and installing trim and floors, and may involve exposure to dust, mold, fibers, lead paint, and other similar substances or allergens.

I knowingly and expressly 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, disability or other insurance in the event of injury, illness, death or property damage.

*It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.*

## **MEDICAL TREATMENT**

I do hereby release, forever discharge and hold harmless the Released Parties from any liabilities, claim, loss, damage, demand and/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.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release, forever discharge and hold harmless the Released Parties from any liabilities, claim, loss, damage, demand and/or action whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

## **INSURANCE**

I understand that health, medical, disability and other insurance coverage is my responsibility and that the Released Parties are providing no insurance for me. I understand that I am expected and encouraged to obtain my own

health, medical, disability and other insurance coverage.

**PHOTOGRAPHIC, VIDEO AND AUDIO RELEASE**

I do hereby grant and convey unto Habitat for Humanity North Shore all right, 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.

**SIGNATURES**

I have read, understand and been provided an opportunity to discuss this Release and Waiver of Liability. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. 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.

**IN WITNESS WHEREOF**, I execute this Release as of the day and year first written above.

NAME (please print):  
\_\_\_\_\_

SIGNATURE:  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

<b>EMERGENCY CONTACT INFORMATION</b>
NAME (please print): _____
RELATIONSHIP _____
ADDRESS: _____
PHONE: (H) _____ (C) _____ E-mail: _____

**IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability and complete the “Parental Authorization for Treatment of, and Travel With, a Minor Child” on the following page. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.**

NAME OF PARENT OR GUARDIAN (please print):

\_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

NAME OF OTHER PARENT OR GUARDIAN (please print):

\_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

**PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD**

I, \_\_\_\_\_, am the parent or legal guardian having custody of \_\_\_\_\_, a minor child. As such parent or legal guardian, I hereby authorize and appoint Habitat for Humanity North Shore, in whose care the minor child has been entrusted as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to

my minor child, \_\_\_\_\_, concerning my minor child's personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

I also hereby authorize and appoint my agent to travel with my minor child to the nearest available hospital and consent for my minor child to serve as a volunteer with Habitat for Humanity North Shore and to help construct houses and participate in other activities on a voluntary basis, without compensation.

NAME OF PARENT OR GUARDIAN (please print):

\_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN:

DATE: \_\_\_\_\_

NAME OF OTHER PARENT OR GUARDIAN (please print):

\_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN:

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE ADVISE OF ANY ALLERGIES OR MEDICAL CONDITIONS OF WHICH HABITAT FOR HUMANITY NORTH SHORE SHOULD BE AWARE.

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