

RELEASE AND WAIVER OF LIABILITY FOR MINORS, AGE 18 AND UNDER

Please read carefully!

This Release and Waiver of Liability (the* Release*) executed on _____, 2004, by _____, a minor child (the *volunteer*), and _____, the parent having legal custody and /or legal guardian (*Guardian*) of the child, in favor of Habitat for Humanity International, Inc. a nonprofit corporation and Habitat for Humanity of Tri-County Habitat for Humanity of Central Pennsylvania, nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer. The volunteer and Guardian understand that the activities may include constructing and rehabilitating buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

The Volunteers and Guardian do hereby freely, voluntarily; execute this Release under the following terms:

Release and Waiver

- ❖ Volunteer and Guardian do 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 and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to personal injury, or property damage that may result from Volunteer's activities with Habitat, whether caused by negligence of Habitat or its officers, directors, employees or agents. 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.

IT IS THE POLICY OF HABITAT FOR HUMANITY INTERNATIONAL THAT CHILDREN UNDER THE AGE OF 14 ARE NOT ALLOWED ON A HABITAT WORKSITE WHILE THERE IS CONSTRUCTION IN PROGRESS. IT IS FURTHER THE POLICY OF HABITAT THAT CHILDREN BETWEEN AGES 14-16 CAN DO LIMITED WORK: PAINTING, LANDSCAPING, BUT SHOULD NOT BE ON THE SITE DURING HEAVY CONSTRUCTION. CHILDREN BETWEEN THE AGES OF 16 AND 18 ARE ALLOWED TO DO GENERAL CONSTRUCTION WORK, BUT NO HAZARDOUS ACITIVIES SUCH AS USING POWER TOOLS, EXCAVATION, DEMOLITION OR WORKING ON ROOFTOPS, AS STATED IN OUR INSURANCE POLICY.

Medical Treatment: Volunteer and Guardian do 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 or with the decision by any representative agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

Assumption of the Risk: The Volunteer and Guardian understand that the activities may 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. 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.

Insurance: The Volunteer and Guardian understand that TCHFH carries secondary insurance on all volunteers.

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 TCHFH for publicity and other purposes.

Other: 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 Pennsylvania, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. 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.

IN WITNESS WHEREOF: Volunteer and Guardian have executed this Release as of the day and year first above written.

Witness _____ **Volunteer** _____

Parent/Guardian _____

Address: _____

Phone: (H) _____

(W) _____