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## PARENT AND GUARDIAN RELEASE AND WAIVER OF LIABILITY

This Volunteer Release and Waiver of Liability is executed on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Orange County, NC, a nonprofit corporation, their directors, officers, employees, sponsors, donors, volunteers and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer. This agreement covers all activities associated with Habitat including but not limited to the following: (a) home construction, home repair, and associated activities, (b) volunteering at the ReStore, (c) volunteering at any warehouse, test facility, or other location owned by or affiliated with Habitat, (d) the transport of any donated items, including loading and unloading, (e) traveling to and from worksites; (f) consuming food available or provided (g) living in housing provided for volunteers (h) assisting in disaster relief areas (i) working in the Habitat offices (j) working at Habitat sponsored events and (k) the provision of any first aid or medical care at a Habitat site, or related to any Habitat activity and (l) any other volunteer activities ("Activities").

The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Release and Waiver.** The 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 the Volunteer's activities with Habitat. The 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, illnesses including communicable or infectious disease, death, or property damage that may result from the Volunteer's activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or other volunteers, or otherwise arising. The 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.** The 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.
3. **Assumption of the Risk.** The Volunteer understands that the activities may include work that may be hazardous to the Volunteer, including but not limited to construction and the loading and unloading of supplies and equipment. The 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.** Habitat pays a small health/accident insurance premium on the Volunteer for each day that they work on the construction site. The policy covers only those expenses related to injuries sustained while the Volunteer is working with Habitat that are not covered by the Volunteer's own health insurance. The policy does not cover illness. The Volunteer is expected to take all necessary precautions and responsibility for their own safety, and that of others. The Volunteer is expected and encouraged to obtain their own medical or health insurance coverage.

- 5. **Photographic Release.** The 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. **Background Certification and Authorization.** The Volunteer does certify that they have never been convicted of a crime that requires them to register as a sex offender with any agency. The Volunteer understands some positions require a criminal background check. The Volunteer authorizes Habitat to check their criminal record through any available database or registry. In some cases, this may require an additional background check authorization form.
- 7. **Other.** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. The 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.

I have considered carefully my decision, the benefits and risks involved and hereby give my informed consent to participate in all Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my heirs, next of kin, assigns, and legal representatives.

**IMPORTANT: If The Volunteer is less than 18 years of age or cannot waive their own liability for whatever reason, a parent or legal guardian must complete the signature section below.**

\_\_\_\_\_  
Volunteer Name (print)

\_\_\_\_\_  
Volunteer Date of Birth

**Signature of the parent or guardian signing on behalf of the above Volunteer:**

I have considered carefully my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed Volunteer, for them to participate in all Activities as set forth in the above Parent & Guardian Volunteer Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the Volunteer’s heirs, next of kin, assigns, and legal representatives.

\_\_\_\_\_  
Parent/Guardian Name (print)

\_\_\_\_\_  
Parent/Guardian Signature Today’s Date

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Primary Phone Number

\_\_\_\_\_  
Secondary Phone Number

\_\_\_\_\_  
Email Address