



## Release and Waiver of Liability 2017

For purposes of this Release and Waiver of Liability 2017, a Volunteer shall include, but not be limited to, all individuals at any Habitat (as defined below) site, including but not be limited to, building sites and ReStore or similar Habitat facilities, who are assisting Habitat as unpaid helpers, individuals working at any Habitat site through, by or under voluntary or mandated subsidized government programs, individuals assisting Habitat under Workmen's Compensation programs and individuals helping Habitat on court-ordered community service mandates. Notwithstanding the foregoing, the foregoing list is by way of example and is not all inclusive.

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is being executed in favor of Habitat for Humanity International, Inc., a nonprofit corporation, Habitat for Humanity Chicago and Habitat for Humanity of Northern Fox Valley, both Illinois nonprofit corporations, their directors, officers, employees, 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 (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the ReStore, Habitat offices, 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 the 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 bodily injury, personal injury, illness, 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, volunteers, agents or otherwise. 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.

**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.** Volunteer understands 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. 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.** Volunteer understands that, except as otherwise agreed to by Habitat in writing; Habitat does not carry or maintain health, medical, or disability insurance coverage for any specific volunteers. **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.

**SEX OFFENDER REGISTRY CHECK:** All volunteers serving eight or more hours a month consent to being checked against the sex offender registry. Please reference the Agreement to Anti-Harassment & Sex Offender Registry Check Policy.

**OTHER.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois. 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 Name Printed:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Address City, State and Zip:** \_\_\_\_\_

**Phone (H or C):** \_\_\_\_\_ **Email:** \_\_\_\_\_

By providing your email, you are agreeing to be added to our monthly e-news publication from which you may opt out at any time.

**Emergency Contact (Name, Relationship to Volunteer, Phone Number):**

\_\_\_\_\_

**IN WITNESS WHEREOF, Volunteer has executed this Release as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017**

**Witness:** \_\_\_\_\_