

and unloading, and transporting to and from the work sites. Volunteer and Guardian hereby expressly and specifically assume 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:** The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer and Guardian is expected and encouraged to obtain his or her own medical or health insurance coverage.
5. **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 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. **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 New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. Volunteer and Guardian agree 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's Guardian has executed this release as of the day and year first above written.

Witness: \_\_\_\_\_ Volunteer: \_\_\_\_\_

Witness: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (H): \_\_\_\_\_ (W): \_\_\_\_\_



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

**WAIVER OF LIABILITY FOR MINOR VOLUNTEERS**

This Release and Waiver of Liability (“The Release”) executed on this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a minor child (“The Volunteer”) and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of the Volunteer (the “Guardian”), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Chautauqua, Inc., Silver Creek Satellite, a New York nonprofit corporation, their directors, officers, employees, and agents (collectively, “Habitat”).

The Volunteer and Guardian desire to work as a volunteer for Habitat and engage in the activities related to being a volunteer (“The Activities”). The Volunteer and the Guardian understand that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat. The Volunteer and Guardian hereby freely, voluntarily and without duress execute this Release under the following terms:

- 1. 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 and Guardian 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 negligence of Habitat or its officers, directors, employees or agents or otherwise. Volunteer and Guardian also understand that Habitat does not assume 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:** Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arises or hereafter may arise on account of any first aid, treatment or service rendered in connection with the Volunteer’s Activities with Habitat.
- 3. Assumption of Risk:** The Volunteer and Guardian understand that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, Construction, loading