Release and Waiver of Liability

Fixing UP the Neighborhood

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

THIS RELEASE AND WAIVER OF LIABILITY (this "Release") is executed on this _____ day of _____, 20___, by _____ (the "Releasing Party"), in favor of Habitat for Humanity of Greater Orlando Area Inc., Habitat for Humanity International, Inc., any other Habitat for Humanity affiliated organization, Orange County Board of County Commissioners and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

The Releasing Party desires to work as a volunteer for, or on behalf of, one or more of the Released Parties and engage in the activities related to being a volunteer. The Releasing Party understands that such activities may include, but are not limited to, the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food and drinks available or provided; residing or inhabiting housing provided for volunteers; constructing and rehabilitating residential buildings; repairing structures and improvements, and other construction-related activities (collectively, the "Activities").

The Releasing Party hereby freely, voluntarily and without duress executes this Release under the following terms:

Release and Waiver. The Releasing Party, individually and on behalf of its spouse, heirs, assign and all persons claiming by, through or under the Releasing Party (all of whom are a Releasing Party) does hereby fully and forever release, acquit, waive and discharge the Released Parties and any of its owners, members, officers, managers, agents, representatives, partners, members, affiliates, heirs, executors, relatives, administrators, insurers, reinsurers, attorneys, successors, and assigns of any of the foregoing (all of whom are a Released Party), from all manner of actions and causes of action, suits, covenants, liabilities, claims, debts, sums of money, damages, demands, and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the releasing party from or by reason of any bodily injury or personal injuries, death, loss or theft of personal property or property damage (all of which are hereinafter referred to as "Claims"), which shall have arisen or which shall arise in any matter in connection with the Activities or Releasing Party's participation as a volunteer for the Released Party, whether caused wholly or in part by the negligence, fault or misconduct of any of the Released Parties or of other volunteers. The Releasing Party covenants that it shall refrain from commencing any action or suit in law or in equity against the Released Party with respect to any Claims covered by this Release.

Indemnification. The Releasing Party hereby covenants and agrees to indemnify and hold the Released Party harmless from and against the Claims of any third parties arising from the actions or omissions of the Releasing Party.

Assumption of the Risk. The Releasing Party understands that the Activities may include activities that are hazardous in nature, including, but not limited to: construction activities; loading and unloading of heavy items; travel to and from the work sites; use of equipment and power tools, and exposure to lead, asbestos, mold or other toxins, which may cause or worsen certain illnesses, especially if I fail to wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.. I understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. I understand that the Activities and my participation as a volunteer involve a risk of injury and even death.

The Releasing Party also understands there is some inherent risk in consuming local foods and inhabiting local accommodations in the city(ies) or country(ies) visited. I further understand that I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten the my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

The Releasing Party also understands 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 or disability insurance in the event of injury, illness, death or property damage.

The Releasing Party understands the scope, nature and extent of the risks involved in the Activities contemplated and voluntarily agrees to participate in these activities with the knowledge of the dangers involved.

The Releasing Party hereby expressly and specifically assume the risk of injury or harm in the Activities and releases the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities or its participation as a volunteer for the Released Parties.

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 activities, such as using power tools, excavation, and demolition, any person under the age of 18 is prohibited from working on rooftops or similar hazardous activities.

Medical Treatment. The Releasing Party does hereby release and forever discharge the Released Parties from any Claim which arises or may hereafter arise on account of any first aid treatment, emergency medical services, or other treatment or service rendered to the Releasing Party by any person, including the Released Parties, as a result of the Releasing Party's participation in the Activities.

If the Releasing Party is less than 18 years of age, the Releasing Party and the parents having legal custody and/or the legal guardians of the Releasing Party (collectively, the "Guardians") also hereby release and forever discharge the Released Parties from any claim 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 the accompanying Parental Authorization for Treatment of a Minor Child.

Insurance. The Releasing Party understands that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for, or on behalf of, the Releasing Party. The Releasing Party is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

Photographic Release. The Releasing Party does hereby grant and convey unto Habitat for Humanity of Greater Orlando Area, Inc., and Orange County Board of County Commissioners all right, title and interest in any and all photographs and video or audio recordings of the Releasing Party, image or voice, made by any of the Released Parties during the 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.

Other. The Releasing Party expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. 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, the Releasing Party hereby executes this Release and agrees that this Release shall be binding on the Releasing Party, its heirs, personal representatives, agents, and assigns.

Releasing Party:

Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Date of Birth: _____ Have you volunteered with Habitat Orlando before? ____ yes _____ no

Witness: Name (please print): _____ Signature: _____

IMPORTANT: If the Releasing Party is under 18 years of age, all parents or legal guardians must also sign this Release and Waiver of Liability with a witness. Also, all parents or legal guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. If only one parent or legal guardian executes this Release on behalf of a Releasing Party who is under 18 years of age, then the undersigned parent or legal guardian of the Releasing Party 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 legal guardian of the Releasing Party, and that by executing this Release, the undersigned is binding himself/herself, the Releasing Party, and any other parent or legal guardian of the Releasing Party, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

IF APPLICABLE:

☐ **School/Organization (no abbreviations please):**

_____

☐ **Host Affiliate Site:**

_____

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

I/We, _____ and _____, am/are the parent(s) or legal guardian(s) having custody of _____, a minor child. I/We hereby authorize and appoint _____, an adult, in whose care the minor child has been entrusted, or any duly authorized agent of Habitat for Humanity International, Inc., as my/our agent to act for me/us with respect to my/our minor child and in my/our name in any way I/we could act in person to make any and all decisions for me/us with respect to my/our minor child, concerning my/our 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, dental or surgical diagnosis or treatment which may be rendered to my/our 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/Our agent shall have the same access to my/our minor child's medical records that I/we have, including the right to disclose the contents to others.

The undersigned shall be liable and agree to pay all costs and expenses incurred in connection with such medical and dental services rendered to the aforementioned minor child pursuant to this authorization.

The undersigned does also hereby give permission for my/our minor child to ride in any vehicle designated by the event leader in whose care the minor has been entrusted while attending and participating in activities sponsored by Habitat for Humanity of Greater Orlando Area, Inc. and Orange County Board of County Commissioners and does consent for my/our minor child to serve as a volunteer with Habitat for Humanity of Greater Orlando Area, Inc. and to help construct houses and participate in other activities on a voluntary basis, without compensation..

1) Parent or Guardian:	Witness:	Date:
2) Parent or Guardian:	Witness:	Date:

This PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD sworn to and subscribed before me by _____ and _____, the Parent(s) or Legal Guardian(s) of _____, a minor child, this ____ day of _____,20_____.

_____
Notary Public

My commission expires:_____