

# RELEASE AND WAIVER OF LIABILITY FOR MINORS

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

This Release and Waiver of Liability (the "Release") executed on \_\_\_\_\_ (*date*), by \_\_\_\_\_ (*print name of minor*), a minor child (the "Volunteer"), and \_\_\_\_\_ (*print name of parent/guardian*), 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 Southeastern Steuben County Habitat for Humanity, Inc., a New York State 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 "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 do hereby freely, voluntarily and without duress 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 any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees or agents or otherwise. 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 or illness.

**Age Restrictions for Minors.** It is the policy of Habitat that children **under the age of 14** not be allowed on a Habitat worksite while there is any type of construction in progress. Individuals between the ages of **14 and 15** can do limited work on the sites. They can paint or landscape but should not be on site when construction is going on.

It is further the policy of Habitat that, while children between the ages of **16 and 17** may be allowed to participate in general construction work and carpentry, ultra-hazardous activities such as using power tools, excavation, demolition, working on rooftops or at heights above 6 feet are not permitted by anyone **under the age of 18**. Anyone ages **18 and older** can do any of the various construction jobs on the site.

**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 or 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, 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 IS EXPECTED AND ENCOUREAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

**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.

**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 the 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.

**PLEASE COMPLETE THIS LEGIBLY!**

VOLUNTEER: \_\_\_\_\_ (signature)

PARENT/GUARDIAN: \_\_\_\_\_ (signature)

\*PARENT/GUARDIAN: \_\_\_\_\_ (signature)

WITNESS: \_\_\_\_\_ (signature)

ADDRESS: \_\_\_\_\_ (Street)

\_\_\_\_\_ (City, State, Zip)

PHONE (Home): ( \_\_\_\_\_ ) (Cell): ( \_\_\_\_\_ )

E-MAIL: \_\_\_\_\_

- I would like to receive e-mails with information about upcoming volunteer opportunities and special events\*\*
- I would like to be added to the mailing list to receive information about special events and donations\*\*

\*Optional

**\*\*Privacy Statement:** We, Southeastern Steuben County Habitat for Humanity ("SESC HFH"), are the sole owners of the personal information (address, phone number(s), e-mail) collected above. We only have access to the information that you voluntarily provided to us via this form or other direct contact with you. We will not sell or rent this information to anyone. We will only use your information to contact you regarding SESC HFH related business, or to respond to the reason you contacted us. We will not share your information with any third party outside of our organization.