

## **Release & Waiver of Liability**

**PLEASE READ CAREFULLY! AND INITIAL AND SIGN APPROPRIATELY.** This is a legal document. If you do not understand any of the words or language of this document, please ask a Crew Chief or the Construction Site Supervisor for clarification. ALL volunteers must sign the waiver before working. There are inherent safety issues involved with residential construction. We promote safe work habits through oversight by construction supervision; however, what is safe for one person under certain circumstances may not be safe for you under different circumstances. Do not conduct a work task unless you're certain that you can conduct the task safely. Habitat for Humanity Tri-County Partners screens ALL potential, volunteers, staff (whether paid or unpaid), board members, and applicant families on the National Sex Offender Public Registry. Each person is also subject to a criminal background check. By completing this application, you are submitting to such inquiries.

I, (please print clearly) \_\_\_\_\_, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

I, for myself and on behalf of my heirs, successors, and representatives, do hereby knowingly and voluntarily waive any and all claims against Habitat for Humanity, Tri-County Partners, its officers, directors, employees, agents and volunteers for any bodily injury, personal injury, including death, illness, property damage, and/or economic and non-economic losses which I may suffer arising from the performance of construction and related activities for, on behalf of or in partnership with Habitat for Humanity, Tri-County Partners.

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the worksites; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I, the Volunteer, understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I release the Released Parties from all liability for harm and loss, cost, expense, injury, illness, death, or property damage resulting directly or indirectly for the Activities.

**Photo 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.

**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 volunteer. Each volunteer is expected and encouraged to obtain his or her own disability and health insurance coverage. The volunteer's disability and health insurance is primary to any coverage that may be obtained by Habitat.

**Other:** Volunteer expressly agrees that this release is intended to be as broad and inclusive and permitted by the State of Washington, and that this Release shall be held to be valid in any court of complete jurisdiction. The invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforced.

I, the Volunteer, represent that I am duly authorized to execute and deliver this waiver for myself and for the above-mentioned people. I understand the effect of this waiver and recognize my right to seek legal counsel before signing.



\_\_\_\_\_ (Please Initial) I, the Volunteer, have read/received the Habitat for Humanity, Tri-Cities [Work Crew Safety Guidelines](#) as stated from the HFHI Affiliate Operations Manual.



\_\_\_\_\_ (Please Initial) I, the Volunteer, understand and give my permission for Habitat for Humanity to conduct a criminal background check and sex offender registry check.

Volunteer  
Signature: \_\_\_\_\_

Emergency  
Contact Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

**The following to be completed if the Volunteer is under the age of 18 (see additional material on the reverse side):**

Parent/Guardian Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Release & Waiver of Liability for a Minor**

It is the policy of Habitat for Humanity that children under the age of 16 are **not allowed** to work in the store or on the 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 work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (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.

Parent/Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_