



Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20____,

by _____, (the "Volunteer"), in favor of **Cape Fear Habitat for Humanity**, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in administrative offices or a ReStore location; traveling to and from work sites, cities, or counties; consuming provided food; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms: Release and Waiver: I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand 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.

It is the policy of Habitat for Humanity that children under the age of 14 are not allowed on Habitat for Humanity worksites while construction is in progress. Minors aged 14-15 are only allowed on groundbreaking, painting, or landscaping sites. Minors aged 16-17 may be allowed to participate in construction work, but are prohibited from various activities: use of power tools, excavation, demolition, working six feet above the ground or on rooftops.

Medical Treatment: I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

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 to exercise the power to consent to medical or dental treatment.

Assumption of the Risk: 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 work sites; 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 hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

Sex Offender and Criminal Background Check Policy: I, the Volunteer, understand that Cape Fear Habitat for Humanity reserves the right to request criminal background and sex offender checks at any point during Volunteer Activities. All checks will be kept confidential. It is the policy of Habitat for Humanity International, Inc. that criminal background checks be conducted for all potential partner families, board members, employees, and key volunteers. "Key volunteers" generally refers to individuals who work eight or more hours each month and/or have contact with vulnerable populations such as children, the elderly or persons with disabilities. In addition, it is the policy of Cape Fear Habitat for Humanity that sex offender checks be conducted for all potential partner families, board members, employees, and volunteers.

Insurance: I, the Volunteer, understand 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 any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

Policy Against Proscribed Harassment and Discrimination: I, the Volunteer, understand that Cape Fear Habitat for Humanity will not tolerate harassment relating to any characteristic protected under applicable law by any employee, contractor, vendor, customer, or volunteer. Protected characteristics include age, race, color, national origin, pregnancy, gender, gender identity or expression, sexual orientation, religion, physical or mental disability, medical condition, genetic information, marital status, veteran status, military status, or any other characteristic protected by federal, state, or local law. Please report any incident of harassment or discrimination to hr@capefearhabitat.org.

Photographic Release: I, the Volunteer, do hereby grant and convey unto Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my 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.

Covid-19: I, the Volunteer, reaffirm that I am not a carrier of COVID-19 nor infected with COVID-19 to the best of my knowledge. I voluntarily assume any and all medical risks, including the substantial and significant risk of serious harm, if any, which may be associated with any phase of my treatment as a result of the COVID-19 pandemic. I agree to follow all safety protocols put in place by Cape Fear Habitat for Humanity.

I hereby release, discharge and agree to indemnify and hold Cape Fear Habitat for Humanity harmless from, and waive on behalf of myself, any and all causes of action, claims, demands, damage, costs, expenses and compensation or loss to myself that may be caused by any act, or failure to act of Cape Fear Habitat for Humanity or that may otherwise arise in any way in connection with any voluntary activities with, or for Cape Fear Habitat for Humanity.

Other: I, the Volunteer, 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 addition, it is the policy of Cape Fear Habitat for Humanity that all new volunteers watch any safety videos available on their VicNet homepage.

To express my understanding of and agreement with this Release, I sign here with a witness.

Name (please print): _____ Signature: _____

Address: _____

Phone: _____

E-mail: _____ Date of Birth: _____



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EMERGENCY CONTACT INFORMATION

Name (please print): _____ Relationship: _____

Phone: _____

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IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer 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 guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

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

Address: _____