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Volunteer Agreement: Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20____, by _____, (the "Volunteer"), in favor of **Habitat for Humanity in Wayne County, Inc.** and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing, repairing, and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, 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 also understand there is some inherent risk in consuming local foods and living in local accommodations in any city or country I may visit. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver I, the Volunteer, acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury, bodily injury, illness, permanent disability, property damage, loss and/or death ("Risks"). These Risks include, but are not limited to, exposure to and/or infection with COVID-19 and/or other viruses, infections and disease even in ideal conditions and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that due to the nature of the Activities social distancing of six feet per person will not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID-19 and/or other viruses, infections and disease.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a health screening questionnaire provided by one or more of the Released Parties. I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, to the best of my knowledge, I am a carrier of or infected with COVID-19 or any other communicable virus, infection or disease. I further agree to follow all safety precautions outlined by any Released Party while volunteering.

In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that by signing this Release I knowingly assume the Risks 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. Regarding any illness or virus, I, the Volunteer, understand that even if I follow all guidelines for the prevention and handling of any illness or virus there is still a risk that Volunteer could contract such virus or illness.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by the Released Parties, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.

Consent to Transportation and Medical Treatment I consent to the use of first aid treatment and the use of generic and over-the-counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

Insurance I 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.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

Confidentiality I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with all policies regarding such information.

Photographic/Recording Release I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity,

privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren).

Other I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held 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 by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved, and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, I acknowledge that any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

Safety Video I certify with my signature below that I have viewed and understand the basic safety requirements and procedures as outlined in the Habitat for Humanity in Wayne County Construction Safety Video that may be viewed at:

<https://youtu.be/ZD7kP27-cO4>

Thank you for volunteering with Habitat for Humanity in Wayne County, Inc.

Our mission

Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope.

Our vision

A world where everyone has a decent place to live.

Who we are

Habitat for Humanity partners with people in your community, and all over the world, to help them build or improve a place they can call home. Habitat homeowners help build their own homes alongside volunteers and pay an affordable mortgage. With your support, Habitat homeowners achieve the strength, stability and independence they need to build a better life for themselves and for their families.

Non-proselytizing policy

Habitat for Humanity and its affiliate organizations will not proselytize. Nor will Habitat work with entities or individuals who insist on proselytizing as part of their work with Habitat. This means that Habitat will not offer assistance on the expressed or implied condition that people must adhere to or convert to a particular faith or listen and respond to messaging designed to induce conversion to a particular faith.

Signature of VOLUNTEER 18 YEARS OR OLDER

Name (please print) _____

Signature _____

Address _____ City _____

State _____ Zip Code _____

Phone (Home or Cell) _____ (Work) _____

Date of Birth ____ / ____ / _____

T Shirt Size (circle one) **S M L XL XXL XXXL**

Email _____

Church / Business Affiliation / Court (if any) _____

Medical Issues (for us to be aware) _____

Emergency Contact Information for VOLUNTEER 18 YEARS OR OLDER (please provide two if possible)

Name _____

Name _____

Relationship _____

Relationship _____

Phone (Home or Cell) _____

Phone (Home or Cell) _____

Phone / Other _____

Phone / Other _____