

Habitat for Humanity of Lake-Sumter, Florida, Inc. Release & Waiver of Liability Form

THIS RELEASE & WAIVER OF LIABILITY (the "Release") executed on this _____ day of _____, 20 _____ by _____ (the "Volunteer") in favor of Habitat For Humanity of Lake-Sumter, Florida, Inc., a Florida non-profit corporation, and its directors, officers, employees, agents, and its successors, and assigns (collectively, "Habitat").

IN CONSIDERATION OF THE VOLUNTEER BEING ABLE to serve as a volunteer at Habitat in any activity which would include but not be limited to the construction and rehabilitation of residential buildings, loading and unloading, painting, finishing work camps, working in the Thrift Store, or office, or any other related Habitat activity, the undersigned Volunteer does hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms:

WAIVER AND RELEASE: Volunteer does 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 of nature, either in law or equity, which arise or may hereafter arise from Volunteer's activities with Habitat. Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injuries, personal injuries, illnesses, death or property damage which may result from Volunteer activities with habitat whether caused by the negligence action or inaction of Habitat or its officers, directors, employees or agents or otherwise. Volunteer further understands that Habitat assumes no responsibility for and is not obligated in any way 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.

MEDICAL TREATMENT: Volunteer does hereby further 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.

ASSUMPTION OF THE RISK: The Volunteer recognizes and understands that the activities with Habitat shall include inherently hazardous activities such as construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges Habitat from and waives any and all liability for any injury, illness, death, or property damage resulting from the activities of the Volunteer with Habitat.

INSURANCE: The Volunteer understands that Habitat does not carry or maintain health, medical, or disability insurance for its volunteers. All volunteers are expected and encouraged to arrive with their own health insurance plans in effect. Habitat does have a secondary volunteer accidental insurance policy. Habitat's accidental volunteer insurance policy does not cover those less than fourteen years old; therefore, they are not allowed on the job site. This would not apply to youth groups covered under a blanket policy from their organization (such as a church, etc.).

PHOTOGRAPHIC RELEASE: Volunteer and/or 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 expressly agrees that this Release is intended to be broad and inclusive as permitted by the laws of the State of Florida. Volunteer agrees 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 hereof which shall continue to be encouraged. Volunteer agrees that this Release is binding upon his or her executors, administrators, personal representatives, assigns or next of kin.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

VOLUNTEER: _____ **WITNESS:** _____

ADDRESS: _____ **CITY, ST, ZIP:** _____

PHONE (H): _____ **PHONE (W or C):** _____

EMERGENCY CONTACT: _____ **PHONE:** _____

EMAIL: _____

IF VOLUNTEER IS A MINOR, PARENT OR GUARDIAN SIGNATURE: _____