



## RELEASE AND WAIVER OF LIABILITY

This is a Release and Waiver of Liability (the “**Release**”) executed on the date listed below by (the “**Volunteer**”) and, if applicable, in conjunction with a parent having legal custody or the legal guardian of the Volunteer (the “**Parent/Guardian**”), in favor of **Milwaukee Habitat for Humanity, Inc.**, a Wisconsin nonstock corporation, and all of its affiliates, officers, directors, employees, agents, authorized representatives, invitees, licensees, and frequenters (altogether, collectively, “**Habitat**”). The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the “**Activities**”). The Volunteer and Parent/Guardian understand that the Activities may include construction, deconstruction, rehabilitating buildings, working in the Habitat office, Habitat ReStores, and participating at special events. In consideration of the permission granted to participate in the Activities, the Volunteer and Parent/Guardian hereby freely and without duress execute this Release under the terms below: I understand this to mean that I and my heirs and assigns agree not to sue Habitat for any loss or damage to my property or for any injuries I sustain, including death, arising out my participation in the Activities.

**Release and Waiver:** The Volunteer and Parent/Guardian hereby AGREE TO WAIVE, RELEASE, FOREVER DISCHARGE and HOLD HARMLESS Habitat and any of its officers, directors, employees, affiliates, agents, homeowners, volunteers, representatives, successors and assigns from any and all liability, actions, causes of action, demands, damages (any illness, death, bodily injury, personal injury or property damage) and claims of every kind or nature, either in law or in equity, which arise or may hereafter arise from the Volunteer’s Activities. The Volunteer and Parent/Guardian further, RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS Habitat and any of its officers, directors, employees, affiliates, agents, representatives, successors and assigns from any and all liability arising from Habitat and any of its officers, directors, employees, affiliates, agents, homeowners, volunteers or representative’s OWN NEGLIGENCE OR CARELESSNESS.

**Medical Treatment:** The Volunteer and Parent/Guardian understand that Habitat does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of any illness, bodily injury or personal injury sustained by the Volunteer. The Volunteer and Parent/Guardian hereby RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS Habitat from any and all claims, costs, expenses, damages whatsoever which arise or may hereafter arise on account of any first aid, physical or mental health treatment, or medical service rendered as a result of the Volunteer’s Activities with Habitat.

**Insurance:** The Volunteer and Parent/Guardian understand that 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 medical or health insurance coverage.

**Assumption of Risk:** The Volunteer and Parent/Guardian acknowledge that the Activities may include work that is inherently dangerous. The Volunteer and Parent/Guardian further understand that the Activities might involve physical activity, contact with unidentified and/or unfamiliar persons, unanticipated hazards, unexpected dangers and other potential risks of bodily injury or damage to property. The Volunteer and Parent/Guardian represent that the Volunteer has no physical or mental conditions which to their knowledge, would endanger the Volunteer and any other person or would interfere with the Volunteer’s ability to participate in the Activities. The Volunteer and Parent/Guardian fully realize the dangers of participating in the Activities and agree that the Volunteer is solely responsible for his/her safety and health conditions (and any limitations imposed thereby). The Volunteer and Parent Guardian hereby expressly and specifically assume any and all risks of injury, illness or harm caused or sustained during the Volunteer’s participation of the Activities.

**Use of Image/Likeness Release:** The Volunteer and Parent/Guardian are aware that the Volunteer’s participation in the Activities may result in the capturing of the Volunteer’s image and likeness through photographic images and video or audio recordings by Habitat. The Volunteer and Parent/Guardian understand that Habitat could utilize the Volunteer’s image and likeness for a variety of promotional purposes, for which the Volunteer and Parent/Guardian will not receive any compensation, royalties, proceeds, or other benefits. The Volunteer and Parent/Guardian hereby: 1) 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; 2) waive the right to publicity regarding any of the Volunteer’s images and likenesses as captured on film or video; and 3) consent to the use of any of the Volunteer’s images and likenesses for the purposes of: television, DVD, video, and other analog and digital production broadcast or release, at the discretion of Habitat; and advertising and marketing in various media, including, but not limited to, television, internet, outdoor, and print media, at the discretion of Habitat.

**Other:** The Volunteer and Parent/Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of Wisconsin. 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 this Release which shall continue to be enforceable. Volunteer understands that all of the families who purchase Habitat homes, which are built mainly with volunteer labor, are pre-

qualified and pre-selected. Volunteer understands that volunteering with Habitat does not mean that Volunteer will be offered a house for purchase. If Volunteer volunteers at Habitat and is later accepted into the homeownership program, Volunteer understands that none of the hours worked prior to official acceptance will count toward the hours of sweat equity which will be required as a future homeowner. Volunteer understands that Volunteer will not be compensated in any way for the time/work which Volunteer freely volunteers to Habitat. All information must be completed prior to working.

**Legal Rights. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY. I FULLY UNDERSTAND THIS DOCUMENT, AND THAT IT SUBSTANTIALLY LIMITS MY LEGAL RIGHTS. I AM NOT RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY REPRESENTATIVE OF HABITAT WHEN I SIGN THIS DOCUMENT, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT.**

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Birthdate \_\_\_\_\_

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Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

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Phone number \_\_\_\_\_ Email Address \_\_\_\_\_

I do not wish to receive mailings, newsletters or updates from Milwaukee Habitat for Humanity

I am volunteering as an **INDIVIDUAL**

I am volunteering with a **GROUP**

I am under the age of **18**

Group Name: \_\_\_\_\_

**Emergency Contact Information:**

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Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

**MINORS ONLY- parent or legal guardian consent:**

The minor \_\_\_\_\_, desires to work as a volunteer for Habitat for Humanity and engage in the activities related to being a volunteer for a work project. I, the legal guardian \_\_\_\_\_, hereby freely and voluntarily, without duress, execute this release and waiver of liability as stated above.

**Scope of Work for Children/Youths/Minors:** It is the policy of Habitat that children under the age of 16 are not allowed on a Habitat work site while construction is in progress. Youth who are 14 & 15 years old will be limited to activities that landscaping work (weeding, planting, and digging) or non-hazardous ReStore tasks. Minors between the ages of 16 and 17 may perform general construction work, but are prohibited from engaging in demolition, roofing and excavation using ladders and scaffolding above 6', and operating power tools. Those who are 14 & 15 must volunteer alongside a parent or guardian or be part of a group volunteer opportunity with a one adult to 5 youth ratio. All high school youth groups must have a one adult to 5 youth ration.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_