



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**”). Where Parent/Guardian applies, the Parent/Guardian becomes party to agreement, and both Volunteer and applicable Parent/Guardian are referred to collectively hereafter as “**Volunteer.**” This agreement is made with **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:

General Release: Volunteer and his/her heirs and assigns agree not to sue Habitat for any loss or damage to property or for any injuries Volunteer sustains, including death, arising out of Volunteer’s participation in lawful Activities.

Safety Notice: Volunteer understands that unanticipated situations and problems can arise during volunteer activities that are not reasonably within the control of the Habitat staff and volunteers. Volunteer agrees to regularly attend safety talks, read safety notices and abide by all safety guidelines. Habitat is providing ongoing reasonable care and preventative measures to abide by federal, state, county, city and local law enforcement guidelines, and Volunteer agrees to comply with such guidelines. Safety includes on-the-job safety and reducing pandemic spread such as COVID-19, as well as, precaution against risk due to crime, theft, violence and other threats in vicinity of worksites. Should Habitat determine to close a worksite in reduction of risk, Volunteer agrees to quickly comply with the safety protocol and return for the Volunteer’s next scheduled Activities.

COVID and Fitness for Work Certification: Before participating in Activities, Volunteer certifies no known physical impairment, injury, or illness that will increase risk to self or others by participation in the Activities. To the best of Volunteer’s knowledge, Volunteer certifies no known personal contagiousness and certifies no symptoms of probable contagiousness within past 3 days prior to Activities. Habitat cannot guarantee that the Volunteer will not become infected with COVID-19, including ability for Volunteer to transmit virus to other individuals. The Volunteer acknowledges that such exposure or infection may result in personal injury, illness, permanent disability, and death. Volunteer understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, and/or negligence by Volunteer or others, including, but not limited to, Habitat employees, other volunteers, program participants, families and contacts. Volunteer agrees to follow all Habitat safety guidelines and precautions as recommended by the Center for Disease Control (CDC) and/or instructed by Habitat and/or government authorities. Volunteer understands that Volunteer may encounter sensitive Personal Health Information (PHI) of others during course of Activities; and Volunteer agrees to hold this information in confidence and to only disseminate this PHI as allowed by law and Habitat medical privacy policy.

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 lawful activities of Habitat and its officers, directors, employees, affiliates, agents, homeowners, volunteers or representatives and/or outcomes which arise from Volunteer’s OWN NEGLIGENCE, NONCOMPLIANCE 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 and agreement acceptance 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.

Signature (Required) _____ Date (Required) _____

Print Name (Required) _____ Birth date _____

Address _____ City _____ State _____ Zip code _____

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**

Group Name: _____

I am **18 years old or older**

I am **16 or 17 years old (waiver signed by parent or guardian required)**

I am **14 or 15 years old (waiver signed by parent or guardian required, no construction tasks allowed)**

Emergency Contact Information:

Name

Phone

Relationship