



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 of Charlotte Region, Inc.**, 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 without compensation 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 Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

I, the Volunteer, understand that my Activities may cause bodily injury or death or 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, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. In consideration of and in order to be allowed to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I, the Volunteer, to the maximum extent permitted by applicable law, do hereby waive, 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 the Activities, including but not limited to personal injury, bodily injury, death, illness, permanent disability, property damage, or other loss, whether caused wholly or in part by the negligence or other conduct of any of the Released Parties or of other volunteers, other than their intentional misconduct. These Risks include, but are not limited to, exposure to and/or infection with COVID-19 and/or other viruses and/or bacterial infection 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 and/or bacterial infection.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 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, at such time and to the best of my knowledge, I am a carrier of COVID-19, infected with COVID-19 or have come into contact with a carrier or individual infected with COVID-19 within the period of infection as specified by the NC Health and Human Services Department or Center for Disease Control. I further agree to follow all safety precautions outlined by any Released Party while volunteering. Regarding any illness or virus, including COVID-19, I, the Volunteer, understand that even if I follow all guidelines for the prevention and handling of any illness or virus, including COVID-19, there is still a risk that Volunteer could contract such virus or illness.

I, Volunteer, 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. In addition, the Released Parties shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which the Released Parties are subject. Further, I, Volunteer, to the maximum extent permitted by applicable law, hereby agree not to file suit against the Released Parties, its employees, or agents for claims arising from the travel to or from participation in the Activities.

It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, 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.

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 to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

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.

I, Volunteer, 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 Habitat for applicable policies regarding such information.

Photographic/Recording Release. I, the Volunteer, do hereby grant and convey unto Habitat for Humanity of the Charlotte Region and Habitat for Humanity International, Inc. all right, title and interest in any and all photographs and video or audio or electronic recordings of me, including as to my name, image or voice, made by or on behalf of any of the Released Parties during my Activities 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) who are volunteering.

Sexual Offender Registry Check To comply with Habitat for Humanity International, Inc. standards and to protect vulnerable persons, volunteers who serve more than 8 hours a month consistently will be checked against the Sexual Offender Registry. I understand that the information I provide on this form will be used to conduct this check if I volunteer more than 8 hours a month on a consistent basis. If I am listed on a Sexual Offender Registry, I understand that I may not be able to continue volunteering with Habitat for Humanity of the Charlotte Region.

Other. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by applicable law. 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.

I, Volunteer, have carefully considered my decision, the benefits and risks involved, and hereby give my informed consent to participate in all 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.

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

Volunteer:

Name (please print): _____ Signature: _____

Address: _____

Phone: (Mobile/Work) _____ (Home) _____

E-mail: _____ Date of Birth: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION

Name (please print): _____ Relationship: _____

Phone: (H) _____ (C/W) _____

Release and Waiver of Liability for Minors

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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.

Minor Volunteer Name: _____ **Date:** _____

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

Address: _____

Witness: Name (please print): _____ Signature: _____

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

Address: _____

Witness: Name (please print): _____ Signature: _____