



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 Lafayette Habitat for Humanity, 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, hereby freely, voluntarily and without duress execute this Release under the following terms:

RELEASE AND WAIVER

I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, except to the extent such liability, claims, or demands are due to the gross negligence or willful misconduct of any of the Released Parties or of other volunteers.

*PLEASE NOTE: General Liability has a "Biological Agents Exclusion Endorsement." The definition of Biological Agents includes viruses or other pathogens.

I 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.

*PLEASE NOTE: Volunteer Medical and Disability has an exclusion for "sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food."

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.

It is the policy of Habitat for Humanity that children under the age of 14 are not allowed to volunteer at the Habitat for Humanity ReStore. It is further the policy of Habitat for Humanity that, while minors between the ages of 14 and 18 may be allowed to participate in ReStore tasks, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

MEDICAL TREATMENT

I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment 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 the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

ASSUMPTION OF RISK

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and 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 the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

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.

PHOTOGRAPHIC RELEASE

I, the Volunteer, do hereby grant and convey unto Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

POLICIES

I, the Volunteer, do hereby grant and convey unto Habitat for Humanity that I have read and understood the policies I am subjected, including, but not limited to, the Zero Tolerance policies (Sexual Harassment, Intoxication and Theft). I also understand that Habitat for Humanity has the right to perform a background check at any time.

COVID-19 ADDENDUM

Lafayette Habitat for Humanity is following best practices to ensure the safety of all staff, volunteers, and customers.

I, the volunteer, agree that I will follow all safety guidelines in accordance with the CDC and/or upon request by Habitat staff. This includes, but is not limited to: wearing a mask, avoiding physical contact, social distancing, and washing or sanitizing hands frequently. Further, I agree that I will not volunteer (in person) if I am sick, have a fever, have had symptoms related to COVID-19 in the past 14 days, have tested positive for COVID-19 in the last 14 days, have been in contact with any person who is sick, has a fever, has had COVID-19 related symptoms in the last 14 days, or has tested positive for COVID-19 in the last 14 days.

For further information about guidelines for Volunteers and Volunteer Organizations During COVID-19 Outbreak in Louisiana, click the link at the bottom of this form.

OTHER

I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. 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.

To express my understanding of and agreement with this release, I sign here with a witness (please print your full, legal name below):

Volunteer Name (please print): _____

Signature: _____

Address (Street, City, State, and Zip Code): _____

Phone (please include area code): _____

Email: _____

Date of Birth (MM/DD/YYYY): _____

Age: _____

Gender: _____

T-Shirt Size: _____

Witness Name (please print): _____

Witness Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Relationship: _____

Phone (H): _____

(C/W): _____

IF APPLICABLE

School/Organization Name (no abbreviations please): _____

YOU ONLY NEED TO FILL THIS PAGE OUT IF YOU ARE UNDER 18 YEARS OF AGE!

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. Also, all parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. 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.

Parent/Guardian Name (please print): _____

Signature: _____

Parent/Guardian Address (Street, City, State, and Zip Code): _____

Witness Name (please print): _____

Witness Signature (please print): _____

PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD

I, _____, am the parent or legal guardian having custody of _____, a minor child. As such parent or legal guardian, I hereby authorize and appoint _____, an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity International, Inc., as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child,

_____ concerning my minor child's personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physical or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

Also, I hereby authorize and appoint my agent to travel with my minor child to _____, and consent for my minor child to serve as a volunteer with _____, and to help construct houses and participate in other activities on a voluntary basis, without compensation.

1. Parent/Guardian Signature: _____ Date: _____

1. Witness Signature: _____ Date: _____

2. Parent/Guardian Signature: _____ Date: _____

3. Witness Signature: _____ Date: _____