



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") executed on this ____ day of _____, (month) 200__ (year) by _____ ("Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of New Castle County, Inc., a Delaware nonprofit corporation, their directors, officers, employees and agents (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 understands that the Activities may include constructing and rehabilitating buildings, working in the Habitat office or warehouse, and living in housing provided for volunteers of Habitat.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. 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 or nature, either in law or in 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 injury, personal injury, illness, death or property damage that may result from Volunteer's Activities with Habitat, except where due to the gross negligence or willful misconduct of Habitat, its officers, directors, employees or agents. Volunteer also understands that Habitat does 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 or illness.

Medical Treatment. Volunteer does hereby 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 understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury and or harm in the Activities and releases Habitat from all liability for injury, illness, death or property damage resulting from the Activities.

Insurance. The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical or disability insurance coverage for any Volunteer.

Photographic Release. Volunteer does hereby grant and convey unto Habitat all right, title and interest in any and all photographic images and video or audio recording 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 as broad and inclusive as permitted by the laws of the State of Delaware, and that this Release shall be governed by and interpreted in accordance with laws of the State of Delaware. 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 of this Release which shall continue to be enforceable.

By signing this form I verify that I am eighteen (18) years of age or older. If I should suffer injury, I hereby authorize a representative of Habitat for Humanity of New Castle County, Inc., to use their discretion to have me receive medical care including if necessary being transported to a medical facility and I take full responsibility for this action.

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

PRINTED NAME: _____ **AGE:** _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____

ZIP: _____ **PHONE:** _____ **EMAIL:** _____

SIGNATURE: _____ **DATE:** _____

WITNESS: _____ **DATE:** _____

** In order to volunteer with Habitat for Humanity of NCC, all fields must be complete and legible.*