

Eastern Shore of Virginia Habitat for Humanity
P.O. Box 1299
Exmore, Virginia 23350
(757)442-4687

Release and Waiver of Liability for Minors

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 _____, 200____, by _____, and the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of Habitat for Humanity Eastern Shore of Virginia, Inc., a Virginia nonprofit corporation, its directors, officers, employees and agents (collectively, "Habitat").

The Volunteer and Guardian desire to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer and the Guardian understand that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

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

1. **Waiver and Release.** Volunteer and Guardian do 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 Work for Habitat.

Volunteer and Guardian understand and acknowledge that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that, except as otherwise agreed to by Habitat in writing, 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.

2. **Medical Treatment.** Except as otherwise agreed to by Habitat in writing, Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever that arises or may hereafter arise or may arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

3. **Assumption of the Risk.** The Volunteer and Guardian understand that the work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading, and unloading and transportation to and from the work sites. In connection thereto, Volunteer and Guardian recognize and understands that activities at Habitat may, in some situations, involve inherently dangerous activities.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's work for Habitat.

4. **Insurance.** The Volunteer and Guardian understand 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.

Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. **Photographic Release.** Volunteer and Guardian do hereby 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 work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **Other.** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Virginia. Volunteer and Guardian agree 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.

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

Witness: _____

Volunteer – print name: _____

Volunteer- signature _____

Address: _____

Phone: (H) _____ (W) _____

Date: _____ Age at date of signing: _____

Parent/Guardian- print name _____

Parent/Guardian- signature _____

Date; _____