



# VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This is a Release and Waiver of Liability (the “**Release**”) executed on this date, \_\_\_\_\_, by \_\_\_\_\_ (the “**Volunteer**”), and, if applicable, in conjunction with \_\_\_\_\_, (if applicable) the parent having legal custody or legal guardianship of the volunteer, in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity Greater Boston Inc., a Massachusetts nonprofit corporation, their directors, officers, employees, and agents (collectively known as “**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 construction, deconstruction, rehabilitating buildings, working in the Habitat office, and working at special events.

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

## 1. 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 of 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, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise.

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.

It is the policy of Habitat Greater Boston that children under the age of 16 are not allowed on a Habitat work site while there is construction in progress. Federal regulations prohibit minors between the ages of 14 and 15 from working in general construction. Minors between the ages of 16 and 17 may perform general construction work, but may not engage in certain activities that are considered ultra hazardous. These activities include the use of power tools & motor vehicles, demolition, roofing, and excavation operation.

## 2. 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, 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 Risk**

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

**4. 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. Habitat does, however, provide GAP insurance to all Volunteers under its medical insurance. This means that in the event that medical attention is sought, the Volunteer and/or Guardian’s primary medical insurance pays first. Habitat’s medical insurance would only pay as secondary coverage or in the case that the Volunteer does not have any medical insurance. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**5. 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 recordings 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.

**6. Other**

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. 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 below, the Volunteer and, if applicable, the parent/guardian, has read, understood, and executed this Release as of the date first above written.

**Volunteer:** \_\_\_\_\_  
(signature)

**Parent/Guardian** (if applicable): \_\_\_\_\_  
(signature)

**Complete Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Contact person in case of emergency:** \_\_\_\_\_ **Phone:** \_\_\_\_\_