



## **VOLUNTEER AGREEMENT, RELEASE AND WAIVER OF LIABILITY**

**Please Read Carefully! This Is A Legal Document That Affects Your Legal Rights.**

I, \_\_\_\_\_, hereby agree to the following in connection with my volunteer activities for Habitat for Humanity Greater Boston, Inc. ("Habitat"): I desire to work as a volunteer for Habitat. My participation with Habitat is strictly voluntary and it is for my own personal and charitable purposes. I have no expectation of receiving any compensation for my time. I understand that my volunteer work may involve (but are not limited to) activities such as working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing, repairing, and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I understand that the Activities may expose me to conditions that may be hazardous to me, including (but not limited to) use of power tools, excavation, demolition, working on rooftops; 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 understand that participation in the Activities may involve other risks, which could result in personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death. These Risks include (but are not limited to) exposure to and/or infection with COVID-19 and/or other viruses and/or bacteria, even in ideal conditions and despite any 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 viral and/or bacterial infection.

I understand that COVID-19 is considered to be highly contagious, and the U.S. Centers for Disease Control and Prevention (CDC) and Commonwealth of Massachusetts require personal and site-specific precautions to reduce the chances of getting infected and spreading COVID-19. Mandatory safety standards and recommended best practices for the construction sector are available at <https://www.mass.gov/info-details/safety-standards-and-checklist-construction>. I am aware of the risks of exposure and possible infection, and that symptoms may appear 2-14 days after exposure to the COVID-19 virus. People with COVID-19 may have no symptoms, or symptoms that may range from mild symptoms to severe illness, which can include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea). This list does not include all possible symptoms, and CDC continues to update this list (currently at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>).

I agree that, at the request of Habitat at any time prior to engaging in Activities or during the period of my volunteer work, I will complete COVID-19 health screening questionnaire(s) provided by Habitat, and I will answer all questions truthfully and completely. I will use good judgment and behavior, and I agree to comply



with safety standards, precautions, and recommended best practices including (but not limited to) those applicable to COVID-19. I will promptly speak with the site supervisor if I have questions or concerns about safety or anyone's compliance at the site.

I will self-monitor for symptoms, and I will not come to a Habitat site or participate in any Activities if (1) I have reason to believe that I am a carrier of COVID-19 or may be infected with COVID-19, or (2) I have had symptoms consistent with COVID-19 within 72 hours before the Activities, or (3) within 14 days before the Activities, I have traveled in an area with widespread infection (as designated by the Commonwealth of Massachusetts), or I have had "close contact" (within 6 feet for 15 minutes) with a person who is a carrier or may be infected with COVID-19.

**Indemnification, Release and Waiver of Liability.** With informed consent, and in consideration of being allowed to participate in Activities, I hereby on behalf of myself, my minor child(ren) who are present during the Activities, and anyone seeking to assert claim by, through or under me: (a) irrevocably and unconditionally release Habitat for Humanity Greater Boston, Inc., and their respective past, present and future parents, affiliated entities, joint venturers, principals, members, partners, shareholders, donors, directors, trustees, officers, employees, volunteers, contractors, sponsors, vendors, suppliers, consultants, representatives, attorneys, insurers, agents, and assigns (collectively, "Released Parties") from any and all manner of claims, complaints, demands, actions, causes or action, suits, judgments, damages and liabilities, of every kind and nature whatsoever, known or unknown, in connection with, by reason of, on account of, or arising out of my volunteer activities, including but not limited to any accident, injury, death, or harm to me or any other or damage to my property (collectively, "Liabilities"); and (b) shall defend, indemnify and hold all Released Parties harmless from and against any and all Liabilities. I understand this means that I am giving up the right to sue any Released Parties for, among other things, any injuries, damages or losses I may incur, and that this indemnification and waiver of liability binds myself and my heirs, executors, administrators, legal representatives, and assigns.

**Photographic/Recording Release.** On my own behalf and on behalf of my minor child(ren) who are present during the Activities: I give permission and consent for Habitat to photograph and make video/audio/electronic recordings of me and my minor child(ren), and to use the photographs and recordings in whole or in part, and my image, likeness, appearance, portraits, or voice, for any purpose, without compensation to me or the child(ren) now or in the future. I understand that Habitat may copy or edit the recordings without my further permission. I hereby grant to Habitat all right, title and interest in any and all such photographs and recordings, and to any royalties, proceeds or other benefits derived from them, and I waive all rights, privileges or claims based on any right of publicity, privacy, ownership or any otherwise arising from or relating to the photographs and recordings.

I acknowledge and agree that I am responsible to understand any potential dangers or risks that may be involved. I have had adequate opportunity to read and consider whether to sign this Volunteer Agreement, Release and Waiver of Liability document, and I expressly agree that the releases and waivers herein are intended to be as broad and inclusive as permitted by Massachusetts law. I want to participate despite the possible dangers or risks and despite the requirement of the indemnification, releases and waiver of liability in this document.



*I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by the Released Parties, I understand that 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.*

I sign this Volunteer Agreement, Release and Waiver of Liability freely, voluntarily and without duress, and I agree that it is effective as of the earlier of the date I sign it or my first participation in any Activities, and it will continue in full force and effect for so long as I have involvement with Habitat for Humanity Greater Boston, Inc.

**SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:**

Printed Name:

Residential Address:

Street

City/Town

State

Zip Code

Email Address

Phone Number

Signature

Date

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Emergency Contact Name

Relationship

Emergency Contact Phone Number