



*2023 Holston Habitat for Humanity, Inc.
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") executed by a minor child (the "Volunteer"), and the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Holston Habitat for Humanity, Inc., a Tennessee nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and Guardian understand that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat office or ReStores, and serving on Habitat committees.

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

Release and Waiver. We, the Volunteer & Guardian, acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death ("Risks"). These Risks include, but are not limited to, exposure to and/or infection with COVID-19 and/or other viruses and/or bacterial infection even in ideal conditions, and despite any and all reasonable efforts made to mitigate such Risks. We 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 viruses and/or bacterial infection.

We, the Volunteer & Guardian, further confirm that prior to engaging in the Activities, we may be required to complete a COVID-19 health screening questionnaire provided by Habitat. We agree that we will answer all questions on the questionnaire truthfully. We agree to not participate in any Activities if, at such time and to the best of our knowledge, we are a carrier of COVID-19 or infected with COVID-19. We further agree to follow all safety precautions outlined by Habitat while volunteering.

In consideration of and in order to be allowed to participate in the Activities, we do hereby release and forever discharge and hold harmless Habitat and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which we or our heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with Habitat, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of Habitat or of other volunteers, other than their intentional or grossly negligent conduct. In addition, Habitat shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which Habitat is subject.

We understand and acknowledge that by signing this Release we knowingly assume the Risks associated with the Activities. We also understand 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, illness, death or property damage. Regarding any illness or virus, including COVID-19, we, the Volunteer & Guardian, understand that even if we follow all guidelines for the prevention and handling of any illness or virus, including COVID-19, there is still a risk that Volunteer could contract such virus or illness.

It is the policy of Habitat that children under the age of 16 not be allowed on a Habitat worksite while construction is in progress. It is further the policy of Habitat that, while children between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.



Medical Treatment. Volunteer and Guardian do 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 and Guardian understand 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.

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

Insurance. Holston Habitat maintains Volunteer Accident Medical Insurance which provides excess coverage on uninsured medical expenses. The Volunteer and Guardian understand that Habitat does not carry or maintain any additional 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.

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 Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

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 Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. 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 have executed this Release as of the day and year written below.

Volunteer Name: _____
(Please Print)

Group Affiliation (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ DOB: (MM/DD/YYYY) _____

E-mail Address: _____

Emergency Contact: _____ Phone: _____

Parent/Guardian Signature: _____ Date: _____

Witness: _____ Date: _____
(Signature of Witness) (Waiver valid 12 months from this date)