

*It is the policy of Habitat for Humanity that children under the age of 16 not be allowed on a Habitat worksite while there is construction 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.*

## **Habitat for Humanity EVLA Release and Waiver of Liability 2009**

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 \_\_\_\_\_, 20 \_\_\_, by \_\_\_\_\_ a minor child (the "Volunteer") and \_\_\_\_\_ and \_\_\_\_\_ the parents having legal custody and/or the legal guardians of the volunteer (the "Guardians"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Española Valley and Los Alamos County, Inc., a New Mexican nonprofit corporation, their directors, officers, employees, volunteers, and agents (collectively, "Habitat and Partners"). (Note that any additional parent or guardian should sign the Release).

The Volunteer and Guardians desire that the Volunteer to work as a volunteer for Habitat and Partners and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardians 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 Guardians hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver** Volunteer and Guardians do hereby release and forever discharge and hold harmless Habitat and Partners and their 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 and Partners.

Volunteer and Guardians understand that this Release discharges Habitat and Partners from any liability or claim that the Volunteer or Guardians may have against Habitat and Partners with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat and Partners, whether caused by the negligence of Habitat and Partners or its officers, directors, employees, or agents or otherwise. Volunteer and Guardians also understands that Habitat and Partners do 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 and Guardians do hereby release and forever discharge Habitat and Partners 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 and Partners or with the decision by any representative or agent of Habitat and Partners to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk** The Volunteer and Guardians understand 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 and Guardians hereby expressly and specifically assume the risk of injury or harm in the Activities and releases Habitat and Partners from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance** The Volunteer and Guardians understand that, except as otherwise agreed to by in writing; Habitat and Partners do 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.

**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.

**Other** Volunteer and Guardians expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico. 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 Guardians have executed this Release as of the day and year first above written.

Witness: \_\_\_\_\_  
Volunteer: \_\_\_\_\_

Witness: \_\_\_\_\_  
Parent/Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_  
Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (H): \_\_\_\_\_

(W): \_\_\_\_\_