

**VOLUNTEER WAIVER OF LIABILITY**

This Release and Waiver of Liability (the”Release”) is executed in favor of Habitat for Humanity of Fulton County, Ohio, (Habitat), Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the “Released Parties”). I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that the activities may include constructing and rehabilitating residential houses and buildings, deconstruction, repairing houses and buildings, working in the Habitat offices, loading and unloading materials, transportation to and from Habitat work locations, landscaping, consuming food, living in housing provided for volunteers of Habitat and other work.

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

**Release and Waiver.** I, the Volunteer, 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. 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 viruses and/or bacterial infection.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire provided by one or more of the Released Parties. I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time and to the best of my knowledge, I am a carrier of COVID-19 or infected with COVID-19. I further agree to follow all safety precautions outlined by any Released Party while volunteering.

In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless the Released Parties 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 I or my 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 any of the Released Parties, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct. In addition, the Released Parties 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 the Released Parties are subject.

I understand and acknowledge that by signing this Release I knowingly assume the Risks associated with the Activities. I also understand that the Released Parties 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, illness, death or property damage. Regarding any illness or virus, including COVID-19, I, the Volunteer, understand that even if I 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.

**Medical Treatment.** I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

**Assumption of the Risk.**  I, the Volunteer, understand that my Activities may include work that may be hazardous to me and may also involve 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 further understand insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I, the Volunteer, expressly and specifically assume the risk of injury or harm in the Activities and release Habitat and Habitat for Humanity from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other 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 Habitat’s programs and Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the States of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Volunteer agrees that in the event that any clause 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.

**It’s very important we be able to read the below information. Please write legibly. Thank you.**

***BACKGROUND:***

**Habitat for Humanity of Fulton County, Ohio reserves the right to screen all volunteers aged 10+ by conducting the National Sex Offender Registry and similar listings checks and performing criminal background checks. By completing this application, you are agreeing to these checks.**

Have you ever been convicted of a Felony? \_\_\_Yes \_\_\_No

Have you ever registered as a Sex Offender? \_\_\_Yes \_\_\_No

I have carefully considered my decision, the benefits and risks involved, and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, I acknowledge that any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

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

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Group or Family with (if any):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Volunteer** **Name: PLEASE PRINT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Volunteer Address (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 ***Street City State Zip***

**Phone Number: Email:**

**Emergency Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Work Phone: (\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone: (\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Revised: 7/29/2023