

HABITAT FOR HUMANITY OF GREEN COUNTY WISCONSIN.

RELEASE AND WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver, Assumption of Risk, and Indemnity Agreement ("Release") executed on this ____ day of _____, 2008, by _____ (the "Volunteer" or "I") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Green County, WI a Wisconsin nonprofit organization, their board of directors, officers, and agents (collectively, "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 and rehabilitating residential buildings, working in the Habitat office, and living in housing provided for volunteers of Habitat. In consideration of being permitted to participate in any way in the activities related to being a volunteer, Volunteer does hereby release, waive, discharge and covenant not to sue Habitat as more fully described below. Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver: Volunteer does hereby release, waive, discharge and covenant not to sue Habitat for any personal injury or property damage that is caused by the negligence of Habitat. BY SIGNING THIS AGREEMENT, VOLUNTEER AGREES THAT IT IS HIS/HER INTENTION TO EXEMPT AND RELIEVE HABITAT FROM LIABILITY FROM PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF HABITAT.

Assumption of the Risk: Participation in the Activities carries with it certain inherent risks of personal injury and property damage that cannot be eliminated regardless of the care taken to avoid the injuries. The specific risks vary from one activity to another, and injury or property damage may be caused by the negligence of Habitat, other Habitat volunteers and third parties, or other factors or conditions. I understand and agree that the Activities may include some physical or strenuous activity. Understanding this, I state that I have no medical condition or impairment, including the use of medication that might inhibit my active participation in the Activities. I UNDERSTAND THAT THESE AND OTHER RISKS ARE INHERENT IN PARTICIPATING I THE ACTIVITIES, AND I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

Indemnity. I AGREE TO INDEMNIFY AND HOLD HABITAT HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES, DAMAGES AND LIABILITIES, BROUGHT AS A RESULT OF MY INVOLVEMENT IN THE ACTIVITIES.

Insurance: Volunteer understands that while Habitat may maintain insurance policies, there can be no assurance that this insurance coverage will be available, that the Volunteer will be eligible for this insurance coverage, or that this insurance coverage will provide adequate health, medical, or disability insurance coverage for a volunteer. THEREFORE, EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE. Volunteer will be financially responsible for all charges and fees incurred in the rendering of medical treatment, regardless of whether Volunteers medical and health insurance, if any, covers such charges and fees. In the case of an injury, illness, or medical emergency, I authorize Habitat to render first aid, to obtain whatever medical treatment Habitat deems necessary for my welfare.

In the case of an emergency contact:

Name: _____

Relationship: _____

Telephone Number: _____

Email: _____

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.

Severability: The undersigned further expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is intended to be broad and inclusive as permitted by the law of the State of Minnesota. In the event any portion of this agreement is held invalid it is agreed that the remaining portions of this agreement shall continue in full legal force and effect.

I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY.

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

Signature: _____ Print Name: _____

Witness: _____ Date : _____

IMPORTANT

If the Volunteer is a minor (i.e., if the Volunteer is less than 18 years of age), the following section must be completed by a parent or legal guardian of the Volunteer

MINOR VOLUNTEER ADDITION

Age requirements: It is the policy of Habitat 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.

Parental consent: I am the parent or legal guardian of the minor, _____, and I am signing this release on behalf of the minor and his/her heirs and assigns.

Bring form to worksite or mail to:

**Habitat for Humanity of Green County
PO Box 398
Monroe, WI 53566**

Parental Authorization

I am the parent or guardian of the participant who has signed above and who is under eighteen (18) years of age. I have carefully read this document, fully understand its contents, and sign it voluntarily. I agree to the hold harmless statements as printed in the above statements.

Printed Name of Parent or Guardian; _____

Signature of Parent or Guardian Date _____

Construction Safety Policy Acknowledgement

I acknowledge that I have reviewed a copy of the GCHFH Construction Safety Policy, and that I have read it and reviewed it and that I understand its contents.

Printed Name of Worker _____

Signature of Worker Date _____