

# RELEASE AND WAIVER OF LIABILITY

AUSTIN HABITAT FOR HUMANITY

Volunteer Name

\_\_\_\_\_  
Last name, First Name

Please Circle Age of Volunteer: (if minor)      16      17

**Please read carefully! This is a legal document that affects your legal rights!**

For the purposes of this agreement **Habitat** refers to both Austin Habitat for Humanity and Habitat for Humanity International. **Volunteer** refers to the individual volunteering with Habitat and the Volunteer's parent or guardian if the volunteer is less than 18 years of age.

The Volunteer named above desires to work as a volunteer for Habitat, a nonprofit corporation and engage in the activities related to being a volunteer. These may include constructing, rehabilitating, or deconstructing buildings, working in the Habitat offices or Restores, the construction warehouse, or living in housing provided for volunteers of Habitat.

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

**RELEASE AND WAIVER:** The Volunteer releases and forever discharges and holds harmless Habitat and its successors and assigns from any and all liability or claims that the Volunteer (or the Volunteer's heirs or assigns) may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with Habitat. **THE VOLUNTEER UNDERSTANDS AND ACKNOWLEDGES THAT THE CLAIMS BEING RELEASED HEREIN INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED ON OR IN ANYWAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF HABITAT OR ITS OFFICERS, DIRECTOR, EMPLOYEES, OR AGENTS.** The Volunteer also understands 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 or illness. The Volunteer releases and forever discharges Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in collection with the Volunteer's activities with Habitat.

**ASSUMPTION OF RISK:** The Volunteer understands that activities may be hazardous to the volunteer, including but not limited to, construction, deconstruction and rehabilitation of residential housing. The Volunteer expressly and specifically assume the risk of injury or harm in these activities.

**Insurance:** Although Austin Habitat carries medical insurance for volunteer injuries, each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photographic Release:** Volunteer grants and conveys to 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.

**Texas Law:** Volunteer expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Furthermore, Volunteer expressly agrees that if any one or more of the provisions contained in this Release and Waiver of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release of Liability, which shall otherwise continue to be enforceable.

**Name of Emergency Contact:** \_\_\_\_\_ **Relationship to Volunteer:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_

**Allergies to medication or other special needs:** \_\_\_\_\_

**Volunteer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent (if volunteer is a minor):** \_\_\_\_\_ **Date:** \_\_\_\_\_

