

## Adult Volunteer Agreement, Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") is executed on the date set forth below, by the undersigned (the "Volunteer"), in favor of Lawrence Habitat for Humanity, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization<sup>1</sup>, including, without limitation, Lawrence Habitat for Humanity, Inc., a Kansas not-for-profit corporation, and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; consuming food available or provided; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, mold, and viruses which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, have a pre-existing immune system deficiency, am susceptible to exposure or symptoms, or am in an at-risk category.

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

**Release and Waiver.** In consideration of and in order to be allowed to participate in the Activities, I, the Volunteer, 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 personal injury, bodily injury, illness, property damage, loss or death, 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.

I understand and acknowledge that by signing this Release I knowingly assume the risk of injury, harm, damage, illnesses, and loss 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.

**Consent to Transportation and Medical Treatment.** I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

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<sup>1</sup>Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

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**Insurance.** I 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.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

**Confidentiality.** I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

**Photographic/Recording Release.** I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings.

**COVID.** I assume responsible for educating myself about risks associated with transmission of infectious diseases and coronaviruses, including, without limitation, COVID-19 (collectively, "viruses"). I am not relying on the Released Parties to sanitize or prevent transmission. I understand that I should not come on the work site if I have a recent loss of taste or smell or if I have two or more of the following unexplained symptoms: fever or chills, cough, shortness of breath or difficulty breathing, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting or diarrhea. Similarly, I understand that I should not come on the work site if I have a temperature of 100.4°F or greater or if I have been exposed to any viruses, specifically including without limitation, COVID-19 within the last 14 days. I accept the risk that goes with volunteering during this time. I agree to contact Lawrence Habitat for Humanity, Inc. if I volunteer and later develop symptoms. I will report any concerns to Lawrence Habitat for Humanity, Inc.

**Communications.** I agree to subscribe to the newsletters, marketing or promotional materials, and any other information Released Parties may send. I understand that I can unsubscribe from communications by clicking on the "Unsubscribe" link or by following the instructions provided in those communications.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

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, 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.

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## CONTACT INFORMATION

Name: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_

## **EMERGENCY CONTACT INFORMATION:**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

## MEDICAL INFORMATION - share only if applicable & willing

Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Tetanus Shot  Yes  No  Unknown      Approximate date of last shot: \_\_\_\_\_

**Volunteer Name** (print **CLEARLY**): \_\_\_\_\_

*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 the Release and Waiver of Liability, 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.*

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

**Parent's Name & Signature** (if applicable): \_\_\_\_\_

**Volunteer Date & Time:** \_\_\_\_\_

Waiver is located at [www.lawrencehabitat.org](http://www.lawrencehabitat.org)