

Volunteer Release and Waiver of Liability

Please read carefully! This document explains your risks and affects your legal rights!

By signing this Release and Waiver of Liability (this “Release”) I, the “Volunteer” (or the legal guardian of the Volunteer), acknowledge that agreeing to the terms in this Release is in consideration of my participation as a volunteer, and confirm my understanding of, and agreement to, the following terms.

Policies and Safety Rules. I will comply with all volunteer policies, safety rules, conduct expectations, and other direction of Habitat for Humanity Philadelphia, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization (collectively, “Habitat”). I understand that Habitat has these rules in place for my safety and the safety of other volunteers. I understand that Habitat does not tolerate unsafe behaviors, bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance may result in termination of my volunteer status.

Volunteer, not an Employee. I understand that (a) I am not an employee of Habitat (or if I am an employee of Habitat, that I am not acting in the scope of my employment when I serve as a volunteer); (b) I will not be paid for my participation; and (c) I am not covered by or eligible for any Habitat insurance coverage, health care, workers’ compensation, or other benefits. I understand that Habitat may terminate my volunteer status at any time, for any reason or for no reason.

Risks Associated with Volunteering. Volunteering for Habitat has risks. These risks may arise in a variety of ways. They include, without limitation: construction work, loading and unloading, lifting heavy objects or otherwise exerting myself, handling wood, metal, and/or glass materials, using hot or sharp objects or tools, being exposed to dust, loud noises, travel to and from worksites, consuming food available or provided, living in housing provided for volunteers, constructing and rehabilitating residential buildings and other construction-related activities, 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), and exposure to other volunteers, visitors, and other people. I understand that these risks include injury, illness, death, and property damage or loss, and that these risks may arise from my own actions or from the actions of others at or near Habitat sites or that I encounter when traveling to and from Habitat sites. **COVID-19 RISK:** I also understand that even if Habitat, I, and other persons present at Habitat facilities or sites follow all health and safety protocols, I may be exposed to and contract COVID-19 or other infectious diseases.

Awareness and Assumption of Risk. I understand the information and specifically the risks described above, and confirm and acknowledge that these are risks associated with volunteering for Habitat. With such information and awareness, and with the recognition that other factors may create additional risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for Habitat; (b) engage in volunteer activities for Habitat; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Habitat sites or facilities or elsewhere, that may result, directly or indirectly, from my presence at Habitat facilities or participation as a Habitat volunteer, regardless of the cause.

Waiver and Release of Claims. I waive and release Habitat and its directors, officers, agents, employees, volunteers and affiliates (collectively, the “Released Parties”) from any and all liability, claims, costs and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, cause by or arising directly or indirectly from my presence at Habitat facilities or sites and/or my participation in Habitat activities. This Release includes, in each case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active, fault, or other misconduct on the part of the Released Parties or other volunteers. I will not sue any of the Released Parties on the basis of these waived and released claims. I waive the protections of all federal and state law.

Disclosure of Medical Conditions. I understand that I am solely responsible for knowing my own physical condition and making my own decision about volunteering. I have disclosed all medications and conditions relevant to my participation to my supervisor or other relevant staff at Habitat, including chronic conditions such as asthma, allergies, seizures, diabetes, or physical limitations. I understand that Habitat needs such information because some medications side effects, medical conditions, or limitations could



affect my safety or that of others at Habitat. I consent to Habitat sharing this information with health professionals or first responders should I become ill or injured while at Habitat.

I certify that I (a) have no known physical impairment, injury, or illness that will increase the risk to myself or others by my volunteering at Habitat, (b) have not been in contact within 14 days of another individual known to have COVID-19; and (c) I do not have any symptoms or suspicion of having COVID-19 at the time that I volunteer.

Medical Care Consent and Waiver

I authorize Habitat to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt or ill while volunteering. I understand that Habitat is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that Habitat does not provide health, medical disability, or any other insurance coverage for me. Volunteers are expected and encouraged to obtain their own health, medical, travel, disability and/or other insurance coverage.

Confidentiality

I may have access to or encounter Habitat’s confidential information and/or sensitive Personal Health Information (PHI) of others and agree at all times during and after my participation to hold this information in confidence and only disseminate this confidential information and/or PHI as allowed by law and Habitat policy.

Photographic Release

I hereby grant and convey unto Habitat for Humanity Philadelphia, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my volunteer participation with Habitat, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

General Provisions

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where my volunteer participation takes place and runs in favor of, and may be enforced by, each of the Releasee Parties. I understand that this Release will be binding for so long as I am a volunteer at Habitat. This Release will bind my heirs, next of kin, and legal representatives. If any provision is found to be unenforceable, the other terms remain effective.

___ I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Release. I have read this Release and fully understand that by signing this Release, I am giving up legal rights and remedies that may be available to me and to other persons.

___ I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release the Released Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant’s participation in volunteering. I have read this Release and fully understand that by signing this Release, I am giving up legal rights and remedies that may be available to the participant, to me, and to other persons.

Print Name: _____

Emergency Contact Information:

Signature: _____

Emergency Contact Name: _____

Participant Name (if parent/legal guardian signs):

Relationship: _____

Emergency Contact Phone: _____

Phone: _____

Emergency Contact Email: _____

Email: _____