

Adult Waiver Form

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!
HABITAT FOR HUMANITY OF METRO DENVER RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on [**DATE**] _____, 20____, by

[**PLEASE PRINT YOUR NAME**] (the "Volunteer") in favor of HABITAT FOR HUMANITY OF METRO DENVER, INC., a Colorado nonprofit corporation, and HABITAT FOR HUMANITY INTERNATIONAL, INC., a Georgia nonprofit corporation (collectively, "Habitat"), and their respective directors, officers, employees and agents. The Volunteer desires to provide services on behalf of Habitat as a volunteer. The Volunteer understands and acknowledges that the services performed by the Volunteer, from time to time, may include a broad range of volunteer activities, including but not be limited to the construction or rehabilitation of single family or multi-family residential buildings, assisting Habitat staff at either the Habitat outlet store, the Habitat office or at special events or dedications, travel to and from work site locations and for other purposes, as well as the operation of Habitat vehicles (collectively, "Volunteer Services"). As used in this Release, the term "Volunteer Services" is intended to be used in its broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Volunteer on behalf of Habitat.

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

1. Waiver and Release. Volunteer does hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer Services. Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Volunteer Services, whether caused by the negligence of Habitat or its officers, directors, employees or agents, other Habitat volunteers, or otherwise. Volunteer also understands that Habitat does not assume any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as Habitat has specifically disclosed in writing to the Volunteer.

2. Medical Treatment. Volunteer does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with Volunteer Services.

3. Assumption of the Risk. Volunteer acknowledges that there are potential hazards ("Hazards") involved in Volunteer Services. The term "Hazards" is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.), food contamination, as well as hazards typical for construction sites, the operation of vehicles, tools or equipment, physical labor and the conduct of warehouse operations. The Volunteer understands and acknowledges that the Volunteer Services may include Hazards that could harm the Volunteer, and that such Hazards may or may not always be obvious. Volunteer hereby expressly and specifically assumes the risk of injury or harm for all such Hazards and releases Habitat from all liability for injury, illness, death or property damage resulting from the Volunteer Services.

4. Insurance. Habitat may elect, in its sole discretion, to provide group accident insurance for special projects. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, Habitat does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Volunteer. Volunteers are not to be deemed employees or agents of Habitat and Habitat shall not be responsible for the purchase of worker's compensation insurance.

EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. EACH VOLUNTEER EXPRESSLY ACKNOWLEDGES THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY HABITAT TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO THE VOLUNTEER.

5. 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, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the law of the State of Colorado. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release which shall continue to be enforceable.

7. General Construction, Outlet Store, Office Work Site Volunteer Rules and Procedures. Volunteer acknowledges reading and understanding the Volunteer Rules and Procedures set forth below and agrees to fully conform to such Rules and Procedures in connection with all Volunteer Services performed on or about Habitat construction, Outlet store, or office work sites.

Volunteer Rules and Procedures

Rules

1. Only persons 16 years of age or older are permitted at the Outlet store.
2. Only persons 18 years of age or older are permitted to use power tools, or work above ground level.
3. If you are uncomfortable with an assigned job, **DO NOT DO IT**. Let your supervisor know and you will be reassigned accordingly.
4. Hard hats and safety glasses must be worn at all times on construction sites.
5. Wear sturdy footwear – no open-toed shoes permitted.
6. No smoking.
7. No horseplay. No alcohol or illegal drugs.
8. **PHONES AND MUSIC SYSTEMS CAN'T BE USED ON THE ReStore FLOOR. LEAVE THEM IN YOUR LOCKER OR CAR OR USE THEM ONLY ON YOUR BREAK.**
9. Never enter a ditch or hole without approval from a construction supervisor.

Procedures

1. Pull or bend over all nails from boards, doorframes and scrap pieces of wood.
2. Keep work area clean and safe.
3. If you see an unsafe act or condition, report it to a supervisor or correct it if safe to do so.
4. Return tools to tool room; put nails and tools in proper containers.
5. Don't lift beyond your strength; get a partner to help. Remember to bend your knees and lift with your back straight.
6. Keep an eye on your load as you move and turn so as not to hit someone.
7. Walk; do not run, when carrying tools or materials.
8. Report any damaged tools or power cords to a supervisor for repair.
9. Tell the supervisor immediately in the event of an injury.
10. First aid kits, fire extinguishers, maps to the nearest hospitals and MSDS notebooks are located on-site.
11. When using a non-self supporting ladder, use the 4-to-1 rule: For every 4 ft of height, move the bottom of the ladder 1 ft from the wall.
12. Think and concentrate on your work task.

Rules/Procedures Specific to the Outlet

1. Always wear back braces when lifting objects.
2. When moving a refrigerator, have at least two people (one to guide the dolly, a second to help stabilize the appliance).
3. Volunteers are never allowed to operate the forklift, unless they are forklift certified.
4. Never climb on top of unstable stacked items.
5. Only stack items if they are stable, and stack items so that they do not protrude into the aisles. Do not stack items if they have the possibility of falling over.
6. Keep aisles clear of debris.
7. Clean up all spills as soon as you become aware of them—concrete can be slippery when wet.
8. Clean up broken glass immediately. Be careful and do not use your bare hands.

9. Never let a customer climb up on the shelves, pallet racks, or ladders.

Rules/Procedures Specific to the Office

1. Keep your work area clean and orderly. Clean up and put equipment away when finished.
2. Be alert for, and heed all, warning signs and tags.
3. Make sure all fire exits and fire doors are kept clear.
4. Follow safe lifting practices.

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

VOLUNTEER:

Printed Name: _____

Signature: _____ Address: _____

Phone: (H) _____ (W) _____

WITNESS Signature: _____

Rev 11/05