Serving the City of Richmond and the Counties of Amelia, Charles City, Chesterfield, Henrico, and New Kent.

Richmond Metropolitan Habitat for Humanity

Release of Claims for Personal Injury, Photo, Video and Audio Please complete a new release form with RMHFH each calendar year

| PLEASE PRINT CLEARLY Today's Date: Are you OVER 18 years of age? O YES O NO If YES, please provide your Date of Birth: | | Build Site Minors: Age 16-17 ReStore Minors: Age 14-17 |
|--|--|---|
| | | You must be 18 years old to be |
| | | on scaffolding above 6ft high and/or to use power tools. |
| A Parent or | r Guardian must sign the back of this form for anyone under age 18. | |
| Name: | O Mr. O Mrs. O Ms. O Rev. O Dr. O Other | |
| | First MI Last | |
| Address: | O Home O Business | |
| | Street Number Street Name | |
| | City State Zip | |
| | City State Zip | |
| Phone: | O Home O Office O Cell () Area Code | Ext. |
| Email: | | |
| Emergency | Contact Information | |
| Contact Na | nme: | |
| | ip to the Volunteer: O Parent/Guardian O Spouse O Relative | e O Neighbor O Other |
| Contact Ph | none: O Home O Office O Cell () Area Code | Ext. |
| CHECK O | | |
| | Walk-on / Unscheduled Volunteer Group Volunteer Homeowner Court Ordered Community Service Name of Business, School, O | rganization, Church, or Group: |
| | O School Credit / Community Service | |

Last updated: 7/13/2011

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Release of Claims, Waiver of Liability for Personal Injury and Media Release

Release of Claims for Personal Injury, Photo, Video and Audio

PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

This agreement (this "Release") executed on this ____ day of _____, 20___, by ______ (the "Volunteer"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Richmond Metropolitan Habitat for Humanity, Inc., a Virginia nonprofit organization, their respective directors, officers, employees, and agents (collectively, "Habitat", "Sponsoring Agency", aka, faith group, civic organization, corporation, school, government, court system, etc.).

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 constructing and rehabilitating residential buildings, working in the Habitat offices, stores and warehouses, and living in housing provided for volunteers of Habitat.

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

<u>Voluntary Participation</u>: Volunteer understands that volunteer's participation in the Activities is voluntary. Volunteer represents to Habitat that Volunteer is physically capable of participating in the Activities and that Volunteer has no known health restrictions that might jeopardize Volunteer's safety or health or the safety or health of others during Volunteer's participation in the Activities.

<u>Identification of Risk</u>: Volunteer understands that participation in the Activities may involve risk of injury or loss both to person and property. Volunteer further understands that this Release is intended to address all risks of every kind associated in Volunteer's participation in the Activities, including such risks that may be created by the action, inaction or negligence of Habitat. There may be risks not known and not reasonably foreseeable at this time. The failure of Habitat to foresee or protect Volunteer from the actions, inactions, recklessness or intentional or criminal misconduct of others, or the inadequacy or unavailability of medical facilities or treatment or the inadequacy of supervision by Habitat will not create any liability on the part of Habitat.

Assumption of the Risk: The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Release and Waiver: 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's Activities. 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 or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. 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 life, medical, health, or disability insurance in the event of death, injury or illness.

<u>Medical Treatment:</u> 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 in connection with the Volunteer's Activities with Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power is hereby granted and authorized by this Release.

<u>Insurance:</u> The Volunteer understands that, except as otherwise agreed to by Habitat in writing; Habitat does not carry or maintain life, health, medical, or disability insurance coverage for any volunteer. **Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

<u>Status</u>: Volunteer understands and agrees that Volunteer is an unpaid volunteer and will receive no compensation or benefits for service. Volunteer agrees to obey all rules and safety procedures of Habitat and will obey the instruction of all staff members. Volunteer understands that Volunteer may be dismissed at any time with or without cause.

<u>Media Release:</u> 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.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. 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 invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

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

VOLUNTEER SIGNATURE:

ADULT OR LEGAL GUARDIAN SIGNATURE ON BEHALF OF VOLUNTEER (if under 18 years of age)