

## West Pasco Habitat for Humanity Release and Waiver of Liability for Minors

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

This Release and Waiver of Liability (The "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_, a **minor child (the Volunteer)**, and \_\_\_\_\_, **the parent** having legal custody and/or guardian of the Volunteer (the "Guardian"), in favor of the West Pasco Habitat for Humanity, a Florida nonprofit corporation, its directors, officers, employees and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer and Guardian understand that the activities may include construction and rehabilitating residential buildings, working in the Habitat offices and living in housing provided for volunteers of Habitat.

This Release and Waiver of Liability must be signed annually by all volunteers, including ReStore and construction, and it is retained for the year beyond the expiration of the statute of limitations.

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

1. **Waiver and Release.** Volunteer and Guardian do 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 Guardian's work for Habitat.

Volunteer and Guardian understand that this Release discharges Habitat for any liability or claim that the Volunteer and Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents otherwise. Volunteer and Guardian also understand 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.

2. **Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for 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 may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.
3. **Assumption of Risk.** The Volunteer and Guardian understand that the work for habitat may include activities 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 and Guardian hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for Habitat.

4. **Insurance.** The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain 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.**

- 5. **Photographic Release.** Volunteer and Guardian do hereby grant and convey unto Habitat all rights, title and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's work for Habitat, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
- 6. **Other.** Volunteer and guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer and Guardian agrees that in the event that any clause or provision of the 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 and Guardian have executed this Release as of the day and year first above written.

Witness: \_\_\_\_\_ Volunteer: \_\_\_\_\_

**ReStore** Parent/Guardian: \_\_\_\_\_

**Construction** Address: \_\_\_\_\_

**Garden** Address: \_\_\_\_\_

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

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

**Please note: Volunteers MUST be at least 16 years old to work on a Habitat for Humanity build site. There are no Exceptions.**