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Please Read Carefully: This legal document affects your legal rights.

Name: _____
(First) (MI) (Last) (Date of Birth)

Address: _____
(City) (State) (Zip Code)

Home Phone: () _____ Work Phone: () _____

Emergency Contact & Phone Number _____

Email _____ Are you a permanent resident of Pitt County? Y or N

Release and Waiver of Legal Liability

This is a TWO-SIDED document. Be sure to read BOTH SIDES before signing it. THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You release Habitat for Humanity Of Pitt County, Inc., its directors, officers, employees, agents, and/or others acting on its behalf (collectively, "Habitat") as set out in this writing. **You agree that this release is effective immediately.**

This is important to you, so do not sign this until you have had your questions answered. If you wish to know more about possible dangers and risks **read the reverse side of this Release or ask the Construction Supervisor or Volunteer Coordinator who is managing the work site or event for further explanation before signing this release.** You provide this Release freely, and without duress, under the following terms:

1) GENERAL RELEASE: I hereby release and hold Habitat harmless from all claims that I may have arising from activities that I may be involved in with Habitat. I am providing this Release and Waiver of liability to Habitat so that I may be allowed to participate as a Habitat volunteer. For fuller explanation, see the reverse side of this page.

2) ASSUMPTION OF RISKS: I hereby expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from my activities as a Volunteer while working for Habitat. **You assume the risks: I understand that Habitat activities, particularly those involving construction, are dangerous activities.** While Habitat takes all steps it can to maintain safety, I agree that I am not relying upon Habitat to do so. **Once you sign, you are saying that you understand the risk involved and accept all of the risks.** If you do not understand this, see the reverse side or ask us questions before signing this Release

3) MEDICAL RELEASE: I hereby release Habitat from any claim whatsoever which may arise as a result of any first aid, treatment, or service or assistance provided to me in connection with any injury that arises from my work for Habitat. I take full responsibility for my welfare and safety on the job site. b) I hereby give permission for emergency medical treatment to be administered as deemed appropriate.

Below is specific medical information that may be needed in order to safely administer emergency treatment to me:

4) INSURANCE: YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE. You should understand that Habitat may not carry sufficient insurance to cover injuries and losses that may befall you while you act as a Volunteer. I am not relying upon Habitat to maintain insurance coverage should I be injured.

5) PHOTOGRAPHIC RELEASE: I consent to be photographed and to allow Habitat's use of any photos of me as it alone shall decide at its sole discretion. If you do not give your release, you must avoid being photographed. See reverse side.

Having read, understood, and agreed with these terms, I have executed this Release, to be effective immediately on this day:

Volunteer Signature: (must be at least 16 yrs. old) _____ **Date** _____

Witness if Volunteer is 16 or 17 yrs. old: _____ **Date** _____
(Parent or Guardian)

(SEE REVERSE SIDE FOR MORE DETAILED INFORMATION ABOUT RISKS)

This page is part of your Release. It elaborates on the Release made on Page 1. It's important to you. Please read it.

- 1) **Waiver and Release. Your Release is complete and forever.** It forever discharges and holds harmless Habitat, 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 your activities as a volunteer for Habitat.

Your Release is complete. It discharges Habitat from any liability or claim that you may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from your Habitat activities. Such claims may be for personal injuries of any type whether arising in tort or in equity or in any other form. Your Release is complete whether your claim is due to the negligence of Habitat or is based on any other legal or other theory whatsoever. You 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.

Scope of this Release. This Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina. This Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. You agree that in the event that any court of competent jurisdiction shall hold any clause or provision of this Release invalid, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of the 'Release,' which shall continue to be enforceable.

- 2) **Assumption of the Risk.** You understand that volunteer activities for Habitat may involve construction of homes and other volunteer activities. These activities (including, but not limited to, construction, loading and unloading, and transportation to and from work sites) are inherently dangerous and may be hazardous to you. You accept this risk as if Habitat had not taken any steps to maintain safety.

Habitat volunteer activities usually include constructing residential buildings. Building construction activities and related activities involve significant dangers. To list only a few, dangers you may encounter as a Habitat volunteer, include: [16 & 17 year olds will not be allowed to use power tools or be on roofs or ladders]

- Tools that are used for pounding nails into wood, e.g. hammers, which may hit and injure you.
- Tools and implements with sharp edges or sharp points like nails. There may be nails in lumber and other materials which may be stepped on or which you may walk into.
- Electrical and hand-powered tools with sharp edges such as saws, power saws mounted on tables or used by hand, drills and other power tools, pose a number of dangers. You could be badly cut.
- You are working close to others who may be handling electric power tools, hammers, nails, electric saws, and many other tools and implements that are dangerous for those nearby.
- You may use ladders, and work at heights, which pose the danger of your falling if you are on the ladder or working at a height [e.g. on a roof, etc.] during construction. If you are below volunteers working at heights, you may be in danger of having items fall and hit you, badly injuring you.
- During construction, there may not be completed stairs in the front or back of the house and there may be dangerous temporary steps or ladders in their place.

This is not a complete list of dangers. It names only a few of the possible risks. There are other *non-construction* Habitat projects that may include working in the Habitat offices, working in the ReStore business, working with committees at various locations, participating in special events, and living in housing provided for volunteers of Habitat.

- **Photographic Release:** You grant Habitat the right and license to photograph you during your volunteer activities either singly or with others. You understand that your image may be recognizable and that Habitat may use this image as it sees fit. You release Habitat from any obligation to you or your heirs or assigns for such photographs, specifically releasing Habitat from any obligation to pay a fee or royalties for any use of your photographic image.