

## VOLUNTEER AGREEMENT RELEASE OF LIABILITY

**For Minors**

Please read carefully! This is a legal document that affects your legal rights!

Full Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Chaperone's name for construction site volunteer (if applicable) \_\_\_\_\_

**Chaperone for construction site volunteer if there are (5) or more minor volunteers.**

**At least age 21 or over authorized by parent/legal guardian and must work the entire volunteer shift with the minor.**

**ReStore volunteers 14 and older need not have a chaperone, unless specified).**

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by \_\_\_\_\_, a minor child (the "Volunteer"), and the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and San Gabriel Valley Habitat for Humanity, Inc., a California nonprofit corporation, their directors, officers, employees, volunteers and agents (collectively, "Habitat").

Volunteer and Guardian desire that Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). Volunteer and Guardian understand that Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices or ReStores and living in housing provided for volunteers of Habitat.

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

**RELEASE AND WAIVER.** Volunteer and Guardian do hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any 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 with Habitat. Volunteer and Guardian understand that this Release discharges Habitat from any liability or claim that Volunteer or Guardian 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 and Guardian also understand that Habitat does not assume any responsibility for or obligating to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

It is the policy of Habitat that children under the age of 16 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that, **while children between the ages of 16 and 17 may be allowed to participate in construction work, highly hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.**

**MEDICAL TREATMENT.** Volunteer and Guardian do 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 may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

**ASSUMPTION OF RISK.** Volunteer and Guardian understand that Activities 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 and Guardian understand that the Activities may include work that may be hazardous, including, but not limited to, 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.

For worksites located in the Unincorporated Area of Altadena, County of Los Angeles, California, which has encountered wildfires in recent years, Volunteer and Guardian expressly acknowledge and agree that, as a result of the wildfires in Los Angeles County, numerous hazards exist or may exist at the worksite. There may be contamination of the soils on the worksite and contamination of the soils in the neighborhood and other areas surrounding the worksite as a result of the wildfires or as a result of the fire suppression or fire-fighting efforts during such wildfires. [Such possible contamination may include, without limitation releases, spills, discharges or other current and possible future exposure to damaged or destroyed automobiles and their components or parts, petroleum or petroleum based products, car batteries or other household batteries, plastics, paints, paint thinners, solvents, gardening products, cleaning products or cleaning solutions, general household products, construction materials, insulation materials, asphalt or petroleum base construction materials, asbestos or other such construction materials, chemicals or products, electrical transformers or PCB products contained therein, or other chemicals or products and / or materials on the Project site, or within other residences constructed on lots adjacent to or in the vicinity of the Project site, and any or all of which may have been similarly discharged or released into the environment, the soil.]

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from Activities.

**INSURANCE.** 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.

**PHOTOGRAPHIC RELEASE.** Volunteer and Guardian do 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 and Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer and Guardian agree 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.

**VOLUNTEER AND GUARDIAN HEREBY AGREE THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND VOLUNTEER AND GUARDIAN HEREBY WAIVE ANY AND ALL RIGHTS AND BENEFITS WHICH THEY NOW HAVE, OR IN THE FUTURE MAY HAVE CONFERRED UPON THEM, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS, INCLUDING SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Volunteer Initials: \_\_\_\_\_

**SAFETY MANUAL.** Volunteer and Guardian acknowledge that Volunteer has received a copy of the Construction Safety Manual; that he or she has read it; and that he or she understands its contents.

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

Volunteer Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness's Name (printed)

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Expiration

EMERGENCY MEDICAL INFORMATION

Emergency Contact \_\_\_\_\_

Phone \_\_\_\_\_

Relation \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

In case of emergency, the nearest hospital to the site will be used. The information below is needed by any hospital or medical practitioner not having access to the volunteer's medical history:

Allergies \_\_\_\_\_

Health Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_

Insurance Agent \_\_\_\_\_

Phone \_\_\_\_\_

PARENTAL AUTHORIZATION FOR TREATMENT OF A MINOR.

I, \_\_\_\_\_, am the parent or legal guardian having custody of \_\_\_\_\_, a minor child. As such parent or legal guardian, I hereby AUTHORIZE and APPOINT, \_\_\_\_\_, an adult in whose care the minor child has been entrusted or a duly authorized agent of San Gabriel Valley Habitat for Humanity, as my agent to act for me with respect to my minor child, \_\_\_\_\_, and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, concerning my minor child's personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, including x-ray examination, anesthetic, medical or surgical diagnosis of treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Minor's Name (printed)

\_\_\_\_\_  
Parent or Guardian's Name (printed)

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_