

RELEASE AND WAIVER OF LIABILITY

BLUE SPRUCE HABITAT FOR HUMANITY

READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (Release) is signed this _____ day of _____, 20___, by

(Please Print Name)

Colorado, and Habitat for Humanity International, Inc., both being non-profit corporations, their officers, directors, employees, agents, and assigns (Habitat).

Volunteer desires to work as a volunteer for Habitat and engage in activities for the benefit of Habitat and its mission, which may include construction and/or rehabilitation of residential or commercial buildings, or working in the Habitat office, or in the resale store (Resale Emporium), and/or other activities as may occur between Volunteer and Habitat (Activities).

Activities may include work that may be hazardous to Volunteer, including, but not limited to, use of power and other tools, use of chemicals, lifting heavy objects, loading, unloading, climbing, reaching, bending, and other actions necessary in construction and landscaping work to complete projects, necessary in office work and in stocking, cleaning and maintaining Resale Emporium, including transportation to and from work sites and the driving of Habitat vehicles.

Therefore, in order to engage in any or all of these Activities, Volunteer agrees to assume all risk of injury or harm in the performance of Activities, and to release and forever discharge and hold harmless Habitat, its successors and assigns, from any and all liability, claims, and demands of whatever kind or nature, in law or in equity, arising now or hereafter, from Volunteer's Activities with Habitat.

Volunteer understands and agrees this Release discharges Habitat from any liability or claim Volunteer may have against Habitat with respect to any bodily or personal injury, illness, death, or property damage resulting from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat, its officers, directors, employees, agents, volunteers, or otherwise.

Volunteer also understands and agrees, that unless otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, dental, disability, or life insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, dental, disability, or life insurance coverage.

In the event of injury, illness, or death, Habitat does not assume any responsibility for, or obligation to provide, financial assistance or other assistance to Volunteer. Volunteer further releases Habitat from any claim whatsoever arising from any first aid, treatment, or service provided to Volunteer in connection with Volunteer's Activities with Habitat.

Volunteer also assigns and conveys to Habitat, all right, title, and interest in any and all photographic images, video and audio recordings made by, or on behalf of, Habitat during Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from the images or recordings.

Volunteer expressly agrees this Release is intended to be as broad and inclusive as permitted by, and will be governed and interpreted by, the laws of the State of Colorado. If any clause or provision of this Release is held invalid by any court of competent jurisdiction, the remaining provisions will remain enforceable.

Volunteer agrees he or she is over the age of 18, and has the ability and capacity to enter into a binding contract. If Volunteer is under the age of 18, or otherwise unable to enter into a binding contract without the consent of a legal guardian, the parent or legal guardian of Volunteer is also signing this Release, and is also subject to all its terms and conditions.

IN WITNESS WHEREOF, Volunteer, and his/her parent or guardian if required, has signed this Release on behalf of himself/herself, his/her heirs, successors and assigns, as of the day and year first written above.

Volunteer: _____ Witness: _____

Age (if under 18) _____ **

Address: _____

Phone: _____

Email: _____ (optional)

**Parent or Legal Guardian of Volunteer: _____
(Please Circle Relationship)

Address: _____

Phone: _____

Email: _____ (optional)