



Release and Waiver of Liability/Volunteer Application

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

This Release and Waiver of Liability (the "Release") executed in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Battle Creek Area Habitat for Humanity, Inc., a Michigan nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

I, _____, desire to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). I understand that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat ReStore, and living in housing provided for volunteers of Habitat. I hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver and Indemnification. I 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 of nature either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Habitat. I understand that this Release discharges Habitat from any liability or claim that I may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from my Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. I 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. I further agree to indemnify and hold harmless Habitat, its members, directors, officers, volunteers, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs, reasonable attorney fees, and expenses of whatsoever kind or nature, including but not limited to death, injury, loss or damage to any person or property arising in any way out of or connected with the Activities except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the gross negligence or willful misconduct by the Indemnified Parties or any of them.

Medical Treatment. I 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 my Activities with Habitat.

Assumption of the Risk. I understand that the Activities include work that may be hazardous to me, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. I hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury, illness, and death or property damage resulting from the Activities.

Insurance. I 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. I 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 my Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Criminal Background and National Sex Offender Registry Checks. I understand that as part of the application process, the Battle Creek Area Habitat for Humanity will run a Criminal Background check, and check my information in the National Sex Offender Registry. I consent to these checks, and agree to abide by decisions made regarding my ability to volunteer based on the information obtained from these information sources.

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I 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.

Participant Signature: _____ **Signed in Battle Creek, MI On:** ___/___/___

Parent/Guardian Signature: _____ **MUST HAVE IF UNDER 18 YEARS OF AGE**