

## UNION COUNTY HABITAT FOR HUMANITY

### RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability executed on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (the volunteer) in favor of Habitat for Humanity International, Inc., a non-profit corporation, and Union County Habitat for Humanity, a non-profit corporation, its directors, officers, employees and agents.

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices or General Store.

The volunteer hereby freely, voluntarily and without duress executes this release under the following terms:

1. **RELEASE & WAIVER:** Volunteer does 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's activities with Habitat. Volunteer understands that this release discharges Habitat from any liability or claim that the volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from "Volunteer" activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees or agents.
2. Volunteer also understands 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.
3. **MEDICAL TREATMENT:** Volunteer does 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
4. **ASSUMPTION OF RISK:** The Volunteer understands that the 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 hereby expressly and specifically assumes the risk of injury or harm in the activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the activities.

5. INSURANCE: The Volunteer understands 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).
  
6. PHOTOGRAPHIC RELEASE: Volunteer does 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
  
7. OTHER: Volunteer expressly agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Volunteer agrees 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.

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

Cell: \_\_\_\_\_