



# Appendix C

Important: Each volunteer must read and sign the "Release and Waiver of Liability" before volunteering on a Habitat for Humanity site. Please complete this form and hand it in to Greater Jackson Habitat for Humanity staff members before you volunteer.

## Waiver of Liability (14-17)

This Waiver of Liability (the "Waiver") executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of GREATER JACKSON HABITAT FOR HUMANITY of Michigan, a nonprofit corporation organized and a partner with Habitat for Humanity International, Inc. in Americus, GA.

The minor \_\_\_\_\_ desires to work as a volunteer for Habitat for Humanity and engage in the activities related to being a volunteer for a work project. I, the legal guardian \_\_\_\_\_, hereby feely and voluntarily, without duress, execute this Release under the following terms:

**1. Waiver and Release.** The guardian and minor 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 my volunteer work with Habitat.

The guardian and minor understand and acknowledge that this Waiver discharges Habitat from any liability or claim that they, the Volunteer, may have against Habitat with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the Habitat work site. The guardian and minor 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, illness, death or property damage.

**2. Insurance.** The guardian and minor understand that they expressly waive any such claim for compensation or liability on the part of Habitat beyond what may be offered freely by the representative of Habitat in the event of such injury or medical expense.

**3. Medical Treatment.** The guardian and minor hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Habitat.

**4. Assumption of the Risk.** The guardian and minor understand that their time with Habitat may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. The guardian and minor hereby expressly and specifically assume the risk of injury or harm in these activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the activities of my time with Habitat. In addition, we understand this is not a peanut free environment and that persons with allergies must provide their own food and medical supplies as needed.

**5. Photographic Release.** The guardian and minor 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 work for Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings

**6. Other.** The guardian and minor understand that Greater Jackson Habitat for Humanity screens all potential staff (whether paid or unpaid), board members and applicant families on the sex offender registry, and that by completing this application, the guardian and minor am submitting themselves to such an inquiry. The guardian and minor further understand that by completing this application, they are submitting to a criminal background check.

As the guardian, I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Michigan in the United States of America, and that this Waiver 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 Waiver 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.

Name of legal guardian \_\_\_\_\_ Name of dependent/minor \_\_\_\_\_

Signature of legal guardian \_\_\_\_\_ Signature of dependent/minor \_\_\_\_\_

Date \_\_\_\_\_

Print Volunteer's Name and Organization (if applicable) \_\_\_\_\_

Guardian's Street Address, City, State, Zip code \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone number \_\_\_\_\_