

## Release and Waiver of Liability

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

This Release and Waiver of Liability (the "Release"), is executed by the above stated minor child (Volunteer) in favor of Habitat for Humanity International, Inc., a nonprofit corporation and Habitat for Humanity of Texarkana, Inc., a Texas nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat"). The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and Guardian understand that the Activities may include construction and rehabilitation of residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat. The Volunteer and Guardian hereby freely, voluntarily, and without duress, executes this Release under the following terms:

1. **RELEASE AND WAIVER:** Volunteer and Guardian do 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 and Guardian 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'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 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.

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 18 may be allowed to participate in construction work, ultra-hazardous activity such as using power tools, or working on rooftops, scaffolding or ladders is not permitted by anyone under the age of 18.

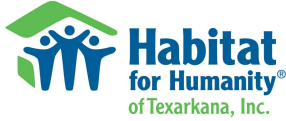
2. **MEDICAL TREATMENT:** Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Habitat.

3. **ASSUMPTION OF THE RISK:** The Volunteer and Guardian understand that the Activities includes 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 hereby expressly and specifically assume 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.

4. **INSURANCE:** The 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 encouraged and expected to obtain their own medical or health insurance coverage.

5. **PHOTOGRAPHIC RELEASE:** The 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.

6. **OTHER:** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer and Guardian 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.



## Release and Waiver of Liability

Emergency Contact: \_\_\_\_\_ Relationship to Volunteer: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_ Allergies or Special Needs: \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### HFHT Participant Media Disclosure and Release

Any photographs and video material taken of Habitat for Humanity Texarkana, Inc. activities may be reproduced for HFHT educational, news, or promotional material, whether in print, electronic or other media, including the HFHT websites and social media.

By participating in HFHT programs, events and activities you grant HFHT the right to use your (and your dependent's) name, photograph and biography and any other collected information not of a confidential nature, for such purposes. This includes information provided verbally or in writing for the Tell Us Your Story uses.

All photographs and video material become the property of HFHT and may be displayed, distributed or used by HFHT for any purpose.

You also acknowledge HFHT's right to crop, splice, treat and edit any photographs or video material at their sole discretion. You waive your right to inspect or approve the finished product, now and in the future, whether that use is known or unknown to you.

You also agree to release, defend, and hold harmless HFHT and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, from and against any claims, damages or liability arising from or related to the use of the photographs or video material, including but not limited to any misuse, distortion, blurring, alteration, optical illusion, or in the taking, processing, reduction or production of the finished product, its publication or distribution.

\_\_\_\_\_  
Participant Name (please print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name (please print)

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

\_\_\_\_\_  
Date