



2021 Release and Waiver of Liability

**PLEASE READ BOTH SIDES CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability (the "Release") is executed on this day of _____, 2021, by _____, (the "Volunteer"), in favor of Macomb County Habitat for Humanity (MCHfH).

I, the Volunteer, desire to work as a volunteer for MCHfH without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; consuming food available or provided; constructing, repairing, and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods, or have a pre-existing immune system deficiency.

I, the Volunteer, now freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. I, the Volunteer, acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death ("Risks"). These Risks include, but are not limited to, exposure to and/or infection with COVID-19 and/or other viruses and/or bacterial infection even in ideal conditions and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that, due to the nature of the Activities, social distancing of six feet per person will not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID-19 and/or other viruses and/or bacterial infection.

The Volunteer further confirms that before engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire provided by MCHfH, and will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time and to the best of my knowledge, I am a carrier of COVID-19 or infected with COVID-19. I further agree to follow all safety precautions outlined by MCHfH while volunteering.

In consideration of and to be allowed to participate in the Activities, I do now release and forever discharge and hold harmless MCHfH and their successors and assigns from any and all liability, claims, demands, costs, and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may from now on accrue, arise from, or are in any way related to my Activities with MCHfH, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of MCHfH or of other volunteers, other than their intentional or grossly negligent conduct. In addition, MCHfH shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which MCHfH is subject.

I understand and acknowledge that I knowingly assume the Risks associated with the Activities by signing this Release. I also understand that MCHfH does not accept 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. Regarding any illness or virus, including COVID-19, I, the Volunteer, understand that even if I follow all guidelines for preventing and handling any illness or virus, including COVID-19, there is still a risk that Volunteer could contract such virus or illness.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by MCHfH, I understand that using power tools, excavation, demolition, working on rooftops, and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.

Consent to Transportation and Medical Treatment. I consent to the use of first aid treatment and generic and over-the-counter medications and treatments as directed by manufacturer labels, whether administered by MCHfH or first aid personnel. I understand MCHfH may try to contact the individual listed below as an emergency contact in an emergency. If they cannot reach an emergency contact promptly, I with this authorize MCHfH to act as an agent to consent to any examination, testing, x-rays, medical, dental, or surgical treatment for me as advised by a physician, dentist, or other health care provider. That includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist, or other health care provider.

I also authorize MCHfH to arrange for transportation of me as deemed necessary and appropriate at their discretion. I, the Volunteer, do now release, forever discharge and hold harmless MCHfH from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with MCHfH.

If the Volunteer is less than 18 years of age. In that case, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also now release, forever discharge and hold harmless MCHfH from any liability, claim, demand, and action whatsoever brought by such Volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of MCHfH to exercise power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as outlined in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

Insurance. I understand that, except as otherwise agreed to by MCHfH in writing, MCHfH is under no obligation to provide, carry or maintain health, medical, travel, disability, or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her health, medical, travel, disability, or further insurance coverage.

I understand that I am and remain responsible for the payment of such hospital, physician, ambulance, dental, medical, or other services obtained for my child or me. I agree that MCHfH does not assume any responsibility for paying such fees or expenses that may be incurred. If I have health insurance, *I understand my personal health insurance is my primary coverage.*

Confidentiality. I agree that in my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, use such information only as necessary to do my job as a volunteer, and comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release. I with this grant and convey unto MCHfH all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of MCHfH during my Activities with MCHfH, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in such photographs, images, and/or recordings. I have not been provided or promised any compensation. I now waive any rights, privileges, or claims based on any right of publicity, privacy, ownership, or any other rights arising, relating to, or resulting from the photographs, images, and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) volunteering.

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions or conditions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved, and now give my informed consent to participate in all volunteer Activities. I have read and understood this Release and Waiver of Liability; I acknowledge that any of my questions have been answered, and I voluntarily agree to the above provisions. I intend to bind my heirs, next of kin, assigns, and legal representative.

SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:

Today's Date _____

Volunteer: Name (please print): _____ Signature: _____

Address: _____ City _____ Zip Code _____

Phone: (H) _____ (C) _____ Email: _____

Group/Church Affiliation _____

EMERGENCY CONTACT INFORMATION FOR VOLUNTEER:

Name : _____ Relationship: _____

Address: _____ City _____ Zip Code _____

Phone: (H) _____ (C) _____ (W) _____

Email: _____

FOR VOLUNTEERS UNDER THE AGE OF 18 –

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must complete the signature section below. If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer now covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer. I am fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

Name of Volunteer Under 18 Years Old:

Name: _____ Date of Birth: _____

SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:

I have carefully considered my decision, the benefits, and the risks involved. On behalf of the above listed minor child, I now give my informed consent for him/her to participate in all Activities as outlined in the above Volunteer Agreement, Release, and Waiver of Liability, and such terms are incorporated herein. I have read and understood the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. I intend to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives. Furthermore, I understand that the above Volunteer Agreement, Release, and Waiver of Liability is made on behalf of my minor child(ren) and/or legal wards. I represent and warrant to Habitat for Humanity International, Inc., or its affiliated organizations that I have the full authority to sign this on behalf of such minor(s).

Name: _____ Signature: _____