

RELEASE AND WAIVER OF LIABILITY

*PLEASE READ THIS RELEASE AND WAIVER OF LIABILITY CAREFULLY
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS*

This Release and Waiver of Liability (the “Release”), is executed on the date set forth on the signature page hereto, by the undersigned (hereafter referred to as “you”), in favor of Habitat for Humanity International, Inc., a non-profit corporation, and Southeast New Hampshire Habitat for Humanity, Inc., a New Hampshire non-profit corporation, and their respective directors, officers, employees, volunteers, and agents (collectively, “Habitat”).

You desire to work as a volunteer for Habitat and engage in certain activities that may include, but are not limited to, constructing and rehabilitating residential buildings, de-constructing homes or buildings, working in a retail store in Habitat-operated stores, working in offices operated by Habitat, performing fundraising activities, or performing other activities that otherwise benefit or are otherwise undertaken by Habitat (collectively, the “Activities”).

You hereby knowingly, freely, voluntarily, and without duress of any kind execute this Release, and agree to each of the following terms:

1. Release and Waiver. In consideration for being allowed to participate in the Activities, you, on behalf of yourself and anyone who may claim through you, 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, known or unknown, either in law or in equity, which arise or may hereafter arise from your participation in any Activity.

You understand that this Release discharges Habitat from any and all liability and claims that you may have against Habitat now or in the future, including, without limitation, claims with respect to any bodily injury, illness, death, or property damage that may result from your performance of any Activity, even if caused by the negligence of Habitat or its officers, directors, employees, volunteers or agents or otherwise. You also understand that Habitat does not assume any responsibility for or obligation to provide you with financial or any other assistance of any kind, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. Medical Treatment. You 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 as a result of or in connection with your performance of any Activity.

3. Assumption of the Risk. You understand that the Activities include work that may be physically challenging and/or hazardous to your health, and you recognize that you could suffer bodily injury, illness, death, or property damage as a result of your participation in the Activities. You hereby expressly and specifically assume the risk of injury and harm associated in the Activities and release Habitat from all liability for bodily injury, illness, death, or property damage resulting from the Activities.

4. Insurance. You understand that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, or disability insurance coverage for your benefit, and that you are expected and encouraged to obtain your own medical or health insurance coverage.

5. Photographic Release. You hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images, video and audio recordings (“Recordings”) made by Habitat during your

performance of Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such Recordings.

6. Voluntary Activities. You hereby acknowledge that your participation in the Activities is voluntary, and that you will participate only in such Activities as you are physically able to undertake.

7. Miscellaneous. You expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Hampshire, without regard to any principle of conflicts of law thereof. You 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 in accordance with their terms. This Release shall be binding upon you and your heirs, successors and assigns, and shall inure to the benefit of Habitat and its successors and assigns. This Release constitutes the entire agreement between you and Habitat and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Release. This Release may not be amended or modified in any manner except by a written agreement executed by you and an authorized representative of Habitat.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS SET FORTH ABOVE.

IN WITNESS WHEREOF, you have executed this Release as of the date written below.

Date: _____, 20__

Signature: _____

Name: _____

Witness: _____

Address: _____

E-mail: _____

Phone (H): _____

(W): _____

If the person whose name appears above is less than eighteen (18) years of age (the "Minor Volunteer"): the undersigned is a parent or other legal guardian ("you") of the Minor Volunteer, and you hereby (i) authorize the Minor Volunteer to undertake the Activities, (ii) acknowledge and agree to the execution of the Release by the Minor Volunteer, (iii) consent and agree to the Release as the authorized legal guardian of the Minor Volunteer, and represent that you have the authority to so consent and agree, and (iii) you hereby execute the Release both on behalf of the Minor Volunteer and on your own behalf.

Date: _____, 20__

Signature: _____

Name: _____

Witness: _____

Address: _____