

Starkville Area Habitat for Humanity Release and Waiver of Liability

Important: Each participant must have a signed "Release and Waiver of Liability" on file. This form should be completely filled out and submitted one month prior to the volunteer event. Forms should be mailed to Starkville Area Habitat for Humanity, P. O. Box 784, Starkville MS. 39760

This Release and Waiver of Liability executed on the ____ day of _____ 20_____.

If 17 years or younger: The Volunteer, _____, a minor child, and _____ and _____, the parents (guardians) having legal custody and/or the legal guardians of the volunteer.

If 18 years or older: The Volunteer, _____; in favor of Starkville Area Habitat for Humanity, a Mississippi nonprofit corporation, and, any other Habitat for Humanity affiliated organization, their directors, officers, employees, volunteers and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a Habitat Volunteer. The Volunteer (and Guardians) understands that volunteer activities may include but are not limited to the following: constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

The Volunteer (and Guardians) hereby freely, voluntarily, and without duress executes this Release under the following terms:

I, the Volunteer (and Guardians) hereby voluntarily 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 activities with Habitat.

I, the Volunteer (and Guardians) understand that this Release discharges Habitat from any liability or claim that I may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise.

I, the Volunteer (and Guardians) understand that in the event of injury or illness, Habitat does not assume any responsibility to provide assistance including, but not limited to, financial assistance, medical, health, or disability insurance.

I, the Volunteer (and Guardians) understand that it is the policy of Habitat that children age 16 and under will not be allowed on a Habitat worksite without a parent or guardian while there is construction in progress.

I, the Volunteer (and Guardians) further understand that children between the ages of 16 and 17 may be allowed to participate in construction work; however, only participants over the age of 18 may engage in ultra hazardous activities such as using power tools, excavation, demolition and working on rooftops.

I, the Volunteer (and Guardians) hereby release and forever discharge Habitat from any claim which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my activities with Habitat, or in the case of a minor child, with the decision by any representative or agent of Habitat to exercise the power of consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

I, the Volunteer (and Guardians) understand that the volunteer activities include work that may be hazardous, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

I, the Volunteer (and Guardians) hereby expressly and specifically assume the risk of injury or harm in the volunteer activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the volunteer activities.

I, the Volunteer (and Guardians) 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 expected and encouraged to obtain his or her own medical or health insurance coverage.

I, the Volunteer (and Guardians) 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.

I, the Volunteer (and Guardians) expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Mississippi, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

I, the Volunteer (and Guardians) 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.

To express my agreement with the terms of this Release, I sign here with a witness:

Volunteer Name: _____

Signature: _____

Permanent Address: _____

Phone: (H) _____ E-mail: _____

Witness Signature: _____

Witness Address: _____

Additionally, if the Volunteer is under the age of 18, the Parents/Guardians should sign below to express their agreement with the terms of this Release:

Parent/Guardian Name: _____

Signature: _____

Parent/Guardian Name: _____

Signature: _____

Name: _____ Relationship: _____

Address: _____