



Habitat for Humanity®

Tucson

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT

Please read carefully. This form is a legal document and it must be completed before you start any volunteer work with Habitat for Humanity Tucson.

The Release and Waiver of Liability (the Release) executed by the following Volunteer/Homebuyer/Guardian in favor of Habitat for Humanity, Tucson, a nonprofit corporation organized under the laws of the State of Arizona, USA, its directors, officers, employees, and agents (collectively, "Habitat"). Volunteers/Homebuyers who are minors need to have this waiver co-signed by their legal Guardian below. I hereby freely and voluntarily, without duress, execute this Release under the following terms:

TO EXPRESS MY UNDERSTANDING OF THIS RELEASE, I WILL ELECTRONICLY-SIGN

<p>Waiver and Release</p> <p>I, the Volunteer/Homebuyer/Guardian, 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 participation with Habitat. I understand and acknowledge that this release discharges Habitat from any liability or claim that I, the Volunteer/Homebuyer/Guardian, may have against Habitat with respect to bodily injury, personal injury, illness, death or property damage that may result from my participation. I 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 (see insurance requirement below).</p>
<p>Declaration</p> <p>I declare that I have not been convicted of a felony in the last 5 years. I authorize Habitat to check any and all background searches to verify this information. I also declare that I am not a registered sex offender nor am I required to register as a sex offender by any state or federal law. I authorize Habitat to check any and all sex offender registries to verify this information.</p>
<p>Insurance</p> <p>I, the Volunteer/Homebuyer/Guardian, understand that Habitat may elect to provide group accident insurance and make it available to its Volunteers/Homebuyers/Guardian. Any coverage so provided will be governed by the policy language, except to the extent it makes available such group accident insurance, Habitat does not carry or maintain, and expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for the Volunteer/ Homebuyer/Guardian. <u>EACH VOLUNTEER/HOMEBUYER/GUARDIAN IS EXPECTED, AND ENCOURAGED, TO MAINTAIN MEDICAL OR HEALTH INSURANCE COVERAGE.</u></p>
<p>Medical Treatment</p> <p>Except as agreed to by Habitat in writing, I 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.</p>

Assumption of Risk

I understand that A Safety Handbook is available upon request and online, and agree to adhere to all Habitat safety policies and procedures. I understand that my time with Habitat may include activities that may be hazardous to me, including but not limited to, construction activities, retail activities, office activities, loading and unloading heavy equipment and materials, and local transportation to and from sites. I recognize and understand that my time with Habitat may, in some situations, involve inherently dangerous activities. I 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.

Photographic Release

I grant and convey unto Habitat all rights, title, and interest in any and all photographic images and video or audio recordings made by Habitat, including but not limited to any royalties, proceeds, and other benefits derived from such photographs or recordings.

Other

A. I acknowledge and agree to adhere to Habitat’s non-discrimination policy, as follows: Habitat Tucson does not tolerate any actions, words, jokes, or comments based on an individual's sex, sexual preference, gender identity, race, ethnic background, age, religion, disability, or other legally protected characteristic. Any conduct or action, whether overt or subtle, which creates an offensive or hostile work environment is prohibited. Such actions or words are forms of discrimination which violate local, state, and/or federal laws and Habitat's policy. Comments or actions which demean or are hurtful to people of a certain sex, race, age, religion, sexual orientation, gender identity, disability, or national origin are prohibited.

B. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, USA, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Arizona. I agree that in the event that any clause or provision of the 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.