



RELEASE AND WAIVER OF LIABILITY FOR MINORS

A minor is a person under age 18.

Ages 16 & 17: May volunteer independently at ReStore. May volunteer along with a parent/guardian/adult (over age 21), in a limited capacity, at a Construction Site.

Ages 14 & 15: May volunteer at ReStore along with a parent/guardian/adult (over age 21). Ages 15 & under are not permitted on construction sites.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT. BY AGREEING TO AND SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. YOU ARE ALSO ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND UNFORTUNATE CIRCUMSTANCES OCCUR AND THEREFORE THIS AGREEMENT MUST BE AGREED TO AND SIGNED BEFORE YOU CAN PARTICIPATE IN A PROJECT. IF YOU DO NOT UNDERSTAND THIS RELEASE, SEEK CLARIFICATION FROM A LEGAL ADVISOR.

This Release and Waiver of Liability ("Release") is executed on this day by a minor youth (the "Volunteer") and the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Greater Cincinnati (HFHGC), an Ohio nonprofit corporation, their directors, officers, employees, and agents, sponsors, co-sponsors, donors, volunteers, and partner families (collectively "Habitat").

Volunteer and Guardian desire that Volunteer works as a volunteer for Habitat and engages in activities including but not limited to constructing and rehabilitating residential buildings, accepting, receiving and transporting donated property and construction materials, working in habitat offices, and living in housing provided for volunteers of Habitat ("Activities"). The Volunteer and Guardian understand that these activities may include the use of equipment and place the Volunteer in situations that may pose risk of harm to the Volunteer. The Volunteer and the Guardian do hereby freely, voluntarily and without duress execute this Release under the following terms.

In consideration of Volunteer being permitted to participate in the Activities, Volunteer and Guardian on behalf of themselves, their heirs, administrators, executors, successors and assigns hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. RELEASE AND WAIVER.

a. Volunteer and Guardian do hereby release and forever waive, discharge, covenant not to sue and otherwise 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 understand that this Release discharges Habitat from any liability or claim that the Volunteer and/or Guardian 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, 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.

b. It is the policy of HFHGC that minor youth under the age of 16 not be allowed on a HFHGC Construction site. It is further the policy of HFHGC that, while youth between the ages of 16 and 18 may be allowed to participate in construction work, ultra-hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18. Volunteer and Guardian agree that Volunteer shall not engage in any such activity under any circumstances. If Volunteer is requested to engage in an activity for which Volunteer is not permitted under Habitat Policy, Volunteer agrees to refuse and advise that he/she is prohibited due to his/her age.

2. MEDICAL TREATMENT. Volunteer and Guardian 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 or not rendered in connection with the Volunteer's Activities with Habitat, or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

3. ASSUMPTION OF RISK. Volunteer and Guardian understand that the Activities include 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 or other sites. In connection thereto, Volunteer and Guardian recognize and understand that activities at Habitat may, in some situations, involve inherently dangerous activities. 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. 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 and Guardian is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. PHOTOGRAPHIC RELEASE. 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. INTERPRETATION. Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the States of Ohio, Kentucky and Indiana, and that this Release shall be governed by and interpreted in accordance with the laws of the States of Ohio, Kentucky and Indiana. Volunteer and Guardian 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.

7. FREE ACT. Volunteer and Guardian state that they have carefully read the above Release and know the contents of the Release and sign this Release as their own free act.

8. ENTIRE AGREEMENT. This Release contains the entire Agreement between the parties to this Agreement and the terms of this Release are contractual and not a mere recital.

Parental Authorization for Treatment of a Minor Child

I am the Guardian of the Volunteer. As such parent or legal guardian, I hereby authorize and appoint an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity of Greater Cincinnati, to as my agent to act for me with respect to my minor child, concerning my minor child's personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

Emergency Medical Information

In case of emergency, please contact:

Name: _____ Relationship: _____

Address: _____ City: State: Zip: _____

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

The following information may be needed by any hospital or medical practitioner not having access to the Volunteer's medical history. Providing this information to Habitat does not imply our obligation or intent to provide meals that meet your dietary needs:

Allergies (medicine, food, etc.): _____

Medications being taken: _____

Date of last tetanus shot: _____

I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND OPPORTUNITY TO SEEK CLARIFICATION CONCERNING ITS TERMS.

I UNDERSTAND THAT IF I HAVE ANY QUESTIONS REGARDING THIS RELEASE, I SHOULD CONSULT A LEGAL ADVISOR PRIOR TO EXECUTING THIS RELEASE AS I WILL BE SURRENDERING MY RIGHTS INCLUDING MY RIGHT AND THE RIGHTS OF MY HEIRS AND SUCCESSORS.

IN WITNESS WHEREOF, VOLUNTEER AND GUARDIAN HAVE EXECUTED THIS RELEASE AS OF THE DAY AND YEAR WRITTEN BELOW AND IN SIGNING THIS DOCUMENT ACKNOWLEDGE THAT THE CONSTRUCTION SAFETY GUIDE HAS BEEN REVIEWED.

Volunteer/Minor – Name PRINTED

Volunteer/Minor Signature

Date

Parent/Guardian – Name PRINTED

Parent/Guardian Signature

Date