



**“A hand up not a hand out”**

# Release and Waiver of Liability

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

**IMPORTANT:** If you are under 18 years old you need to complete the under 18 waiver, this is not the correct waiver for you. Please contact; [info@hardinhabitat.com](mailto:info@hardinhabitat.com) for the correct waiver.

This Release and Waiver of Liability (the “Release”) is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the “Volunteer”) in favor of HARDIN COUNTY HABITAT FOR HUMANITY, Incorporated, a Kentucky nonprofit corporation, its directors, officers, employees and agents (collectively, “Habitat”).

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The volunteer understands that the activities may include any one or all of the following:

[1] Constructing and rehabilitating residential buildings; [2] working in the Habitat offices; [3] living in housing provided for volunteers of Habitat.

**1. Waiver and Release** - The Volunteer does 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, either in law or in equity, which arise or may hereafter arise from Volunteer’s work for Habitat.

Volunteer understands and acknowledges that this Release discharges Habitat from any and all liability or claim that the volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer’s work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. The Volunteer also understands that, except as otherwise agreed to by Habitat in writing, Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, and/or disability insurance, in the event of injury or illness.

**2. Medical Treatment** - Except as otherwise agreed to by Habitat in writing, the Volunteer does hereby release and forever discharge Habitat from any and all claim(s) that arise or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer’s work for Habitat.

3. **Assumption of the Risk** - The Volunteer understands that the work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading and transportation to and from work sites. In connection thereto, the Volunteer recognizes and understands that activities at Habitat may, in some situations, involve potentially dangerous activities.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Habitat from any and all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for Habitat.

4. **Insurance** - The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical and/or disability insurance for any volunteer.

5. **Photographic Release** - The Volunteer does 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 work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **Other** - The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kentucky, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Kentucky. The Volunteer agrees 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 understanding of and agreement with this Release, I sign here with a witness.

**VOLUNTEER:**

Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (Cell) \_\_\_\_\_ Email: \_\_\_\_\_