

Release and Waiver of Liability



This Release and Waiver of Liability (the "Release") is executed by the Volunteer in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity North Central Massachusetts, Inc., a Massachusetts nonprofit corporation, its directors, officers, employees (collectively, "Habitat").

The Volunteer desires to act as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices or the HFHNCM ReStore or warehouse.

The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

RELEASE AND WAIVER. 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 of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Habitat.

Volunteer understands and acknowledges that this Release discharges Habitat from any liability or claim that the Volunteer 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, or agents or otherwise. Volunteer also understands 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.

MEDICAL TREATMENT. Volunteer does hereby release and forever discharge Habitat from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's Activities with Habitat.

ASSUMPTION OF THE RISK. The Volunteer understands that the Activities with Habitat may 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. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these Activities and releases Habitat from all liability for injury, illness, death or property damage resulting from the Activities.

INSURANCE. The Volunteer understands 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.

PHOTOGRAPHIC RELEASE. 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 Activities with Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

OTHER. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Volunteer agrees 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.

You are signing this Release electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Release.

Volunteer has electronically executed this Release as of the day and year electronically stamped.