



1269 Industrial Dr, New Braunfels TX -78130

RELEASE AND WAIVER OF LIABILITY

Please read carefully! This is a legal document that affects your legal rights!

For the purpose of this agreement, **Habitat** refers to both Comal County Habitat for Humanity and Habitat for Humanity International. **Volunteer** refers to the individual volunteering with Habitat; if the Volunteer is less than the age of 18, it also refers to the Volunteer's parent or guardian. The Volunteer named above desires to work as a volunteer for Habitat, a nonprofit corporation, and engage in the activities related to being a volunteer. These may include constructing, rehabilitating, or deconstructing buildings, working in the Habitat offices or ReStore, the construction warehouse, or living in housing provided for volunteers of Habitat.

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

RELEASE AND WAIVER: The Volunteer releases and forever discharges and holds harmless Habitat and its successors and assigns from any and all liability or claims that the Volunteer (or the Volunteer's heirs or assigns) 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. **THE VOLUNTEER UNDERSTANDS AND ACKNOWLEDGES THAT THE CLAIMS BEING RELEASED HEREIN INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED ON OR IN ANY WAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF HABITAT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS.** The 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. The Volunteer releases and forever discharges Habitat from any claim whatsoever which 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 RISK: The Volunteer understands that activities may be hazardous to the volunteer, including but not limited to, construction, deconstruction and rehabilitation of residential housing. The Volunteer expressly and specifically assumes the risk of injury or harm in these activities.

INSURANCE: Although Comal County Habitat carries medical insurance for volunteer injuries, each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

SEX OFFENDER REGISTRY: Volunteer understands that Habitat screens all volunteers on the National Sex Offender Public Registry, and that by signing this waiver, volunteer submits to such inquiry.

PHOTOGRAPHIC RELEASE: Volunteer grants and conveys to 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.

TEXAS LAW: Volunteer expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Furthermore, volunteer expressly agrees that if any one or more of the provisions contained in this Release and Waiver of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release of Liability, which shall otherwise continue to be enforceable.

This waiver is applicable for 1 year from this date

Please Print

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email Address: _____

Volunteer Group (if applicable): _____

Name of Emergency Contact: _____

Relationship to Volunteer: _____

Emergency Contact Phone Number: _____

First Time Volunteer: Circle Yes or No

Allergies to medication/other special need, please list:

Volunteer Signature: _____ Date: _____

Age (please circle one): 15 16 17 18 or older

If Volunteer is under age 18:

Parent or Guardian Signature: _____ Date: _____

Parent or Guardian Name: _____

(please print)