



# Release & Liability Waiver

This is a legal document. If you do not understand any of the words or language of this document, please contact the Volunteer Coordinator for clarification. **ALL volunteers must sign this waiver before working, and annually thereafter.**

There are inherent health and safety risks involved with residential construction. We promote safe and healthy work habits through our jobsite Health & Safety Plan and oversight by construction supervisors; however, what is safe and healthy for one person under certain circumstances may not be safe nor healthy for you under different circumstances. Do not conduct a work task unless you are certain that you can conduct the task safely. Do not volunteer if you feel your health is at risk, or if you cannot commit to follow the Health & Safety Plan.

I, *(please print full name)* \_\_\_\_\_, the Volunteer, hereby freely, voluntarily and without duress execute this release under the following terms:

I, for myself and on behalf of my heirs, successors, and representatives, do hereby knowingly and voluntarily waive any and all claims against Tri County Partners Habitat for Humanity and HFHI, its officers, directors, employees, agents and volunteers for any illness, bodily or personal injury, including death, property damage, and/or economic or non-economic losses which I may suffer arising from the performance of construction and related activities for, on behalf of or in partnership with Tri-County Partners Habitat for Humanity and HFHI.

I understand that my activities may include work that may be hazardous to me, including, but not limited to the following: typical construction activities such as working at heights, use of power tools & electrical equipment, working in excavations, slips/trips/falls, lifting heavy loads; travel between worksites; exposure to illness, and exposure to hazardous substances/materials (i.e. caulk, solvents, paint, etc.).

I understand and acknowledge that by this release I knowingly assume the risk of illness and injury, harm and loss associated with the activities. I release the released parties from all liability for harm and loss cost, expense, injury, illness, death, or property damage resulting directly or indirectly from the activities.

**Are there any limitations (medical or otherwise) that would restrict you from performing general construction tasks that might be assigned?**

No  Yes  please list, as appropriate: \_\_\_\_\_

**Photo Release:** I hereby grant and convey unto Tri County Partners Habitat for Humanity and HFHI all rights, titles, 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.

**Insurance:** I understand that, except as otherwise agreed by Tri County Partners Habitat for Humanity and HFHI in writing, the Affiliate 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 disability and health insurance coverage. The volunteer's disability and health insurance is primary to any coverage that may be obtained by Habitat or HFHI.

**Transportation and Medical Treatment:** I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

**Other:** I expressly agree that this release is intended to be as broad and inclusive as permitted by the State of Washington, and that this release shall be held to be valid in any court with jurisdiction. The invalidity of such clause or provision shall not otherwise affect the remaining provisions of the release which shall continue to be enforced. I represent that I am duly authorized to execute and deliver this waiver for myself or for the above-mentioned minor. I understand the effect of this waiver and recognize my right to seek legal counsel before signing.

**Volunteer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Contact Phone:** (\_\_\_\_\_) \_\_\_\_\_