

**GOLDEN CRESCENT HABITAT FOR HUMANITY WAIVER FORM**  
**VOLUNTEER AGREEMENT, RELEASE AND WAIVER OF LIABILITY**

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

---

This Release and Waiver of Liability (the "Release") is executed in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Golden Crescent Habitat for Humanity, a Texas nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat"). I, the Volunteer, desire to work without compensation as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). I understand that the Activities may include, but are not limited to, the following: constructing and rehabilitating residential buildings; working in the Habitat offices and ReStore operations; loading and unloading materials; traveling to and from work sites, towns, or cities; consuming food available or provided; assisting in disaster relief areas; and living in housing provided for volunteers of Habitat.

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency. I also understand that I may be traveling to and from locations where there is a risk of criminal activities, inclement weather or other circumstances that could threaten my health or safety.

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

**Release and Waiver:** I do 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 my Activities with Habitat.

I understand that this Release discharges Habitat from any liability or claim that I may have against Habitat with respect to bodily injury, personal injury, illness, death, or property damage that may result from my Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise.

**Medical Treatment:** I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I understand that Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer, and I agree that Habitat does not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage. I **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 in connection with my Activities with Habitat.

**Assumption of Risk:** I understand that the Activities include work that may be hazardous to me, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. **I 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.**

**Photographic Release:** I do hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video, audio, and electrical recordings made by Habitat during my Activities with Habitat, including, but not limited to, the right to use such materials for any purpose and the right to any royalties, proceeds, or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation, and I hereby waive any rights, privileges or claims based on any right, of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

**Confidentiality:** I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

**Other:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. 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. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

**Signature of Volunteer 18 Years or Older:**

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

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

Volunteer Printed Name: \_\_\_\_\_ Volunteer Group (if any): \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**Medical Information:**

Volunteer's Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Emergency Contact and Relationship: \_\_\_\_\_

Emergency Phone Numbers: \_\_\_\_\_

**Signature of Parent/Guardian Signing on Behalf of Volunteer Under 18 Years:**

If only one parent or guardian signs on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release.

**Name of Volunteer:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.

**Parent/Guardian:** Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**Parent/Guardian:** Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

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