

SERVING MARIN, SAN FRANCISCO AND THE PENINSULA

"Habitat")

time by Habitat, a sponsor, or by me.

## ASSUMPTION OF RISK, RELEASE FROM LIABILITY and AUTHORIZATION

PLEASE USE BLOCK LETTERS AND WRITE LEGIBLY

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- This Agreement is with Habitat for Humanity Greater San Francisco and related persons and parties (referred to herein collectively as
- 1. **VOLUNTARY PARTICIPATION:** I acknowledge and voluntarily agree to participate in a Habitat construction or other volunteer project where I may be working on or around a house, construction site, warehouses, ReStore, office, public parks and preserves, or other location (the "Project"). Some projects may also involve living in housing provided for Habitat volunteers. I understand that as a volunteer I will not be paid for my services, and I will not be covered by insurance coverage of Habitat, Project site owners, or other Project volunteers or sponsors, including property, liability, or Workers Compensation insurance. I am eligible for limited coverage under Habitat for Humanity Greater San Francisco's blanket accident policies of Accidental Death and Dismemberment and Excess Accidental Medical Expense. I further agree that my participation in the Project may be terminated at any
- 2. **ASSUMPTION OF RISK:** I am aware that I may be exposed to personal injury, death, or damage to my property arising out of my participation in the Project. Such risks may be as a result of my activities, the activities of other volunteers or third parties, including any actions of the owners or invitees of any property I work on, the condition of the construction site or housing provided for me, or the conditions under which my volunteer services are performed. I acknowledge that I may be working within a construction worksite, community facility, warehouse, or home where power tools, supplies, debris, hazardous or toxic materials, and other materials and tools will be handled by unskilled volunteer workers and others, and there will exist hazardous conditions within the worksite area, including but not limited to the use of scaffolding. I am aware that the risks may include, but not be limited to, construction, loading and unloading, and transportation to and from the worksites. WITH KNOWLEDGE OF THESE RISKS, I AGREE TO ACCEPT ALL RISKS OF PERSONAL INJURY, DEATH, OR DAMAGE TO MY PROPERTY. I understand that my safety is my own personal responsibility, and that I am free at any time to refuse, and should refuse, to do anything on the Project that I feel poses a hazard to me or anyone else, or to my property or anyone else's. I confirm that I am physically capable of

performing the tasks assigned to me as a volunteer and am free to decline any task that I feel incapable of safely performing. I further understand that I should not use my automobile for any purpose relating to the Project.

- 3. **RELEASE OF LIABILITY:** In consideration of the opportunity to participate in the Project, on behalf of myself, my successors, assignees, heirs, guardians, and legal representatives, I agree to each of the following:
- I will not make any claim or suit against (a) Habitat, Habitat for Humanity International, Inc. or any of its affiliated organizations, or its/their officers, directors or employees, (b) any entity or employer whom I am associated with that is cosponsoring the activity or any of its officers, directors or employees, (c) any Partner on the Project or any of its affiliated organizations, or its/their officers, directors or employees, (d) the suppliers of any materials or equipment for the Project, or (e) any of the Project volunteers, construction crew, sponsors, donors, customers, the property owner, any homeowner or prospective homeowner, or housing provider for Habitat volunteers (all of the foregoing collectively the "Released Parties").
- I hereby release and forever discharge the Released Parties from any liability, claims, damages, debts, and demands, in law or in equity, including but not limited to injury, death, loss of use, or damage arising out of or relating to the acts or omissions of any person or entity, however caused, arising from or relating to any participation in the Project, including but not limited to the negligence (including the sole negligence) of any of the Released Parties.
- I hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any claim or liability that arises on account of any first aid or medical care rendered to me in connection with the Project.
- WITHOUT LIMITING THE FOREGOING, I HEREBY WAIVE AND RELEASE ALL RIGHTS AND CAUSES OF ACTION ARISING OUT OF MY PARTICIPATION WITH THE PROJECT, INCLUDING WITHOUT LIMITATION, THOSE ARISING OUT OF PERSONAL INJURY TO ME, MY DEATH, OR LOSS OF USE OR DAMAGE TO MY PROPERTY, AND HEREBY FULLY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR SUCH MATTERS.
- 4. <u>MEDIA AUTHORIZATION:</u> I give Habitat and its Partner all rights in any photographs, digital images, and video or audio recordings ("Media") made of me by or on behalf of Habitat or its Partner, including but not limited to any royalties, proceeds, or other benefits derived from Media. I consent to the unrestricted use by Habitat or its Partner and/or any person authorized by either of them of any Media of me created in connection with the Project.
- 5. **BACKGROUND CERTIFICATION AND AUTHORIZATION:** I certify I have never been convicted of a crime that requires me to register as a sex offender with any agency. I understand some volunteer positions require a criminal background check. I authorize Habitat to check my criminal record through any available database or registry. In some cases, this may require the completion of an additional background check authorization form.
- 6. <u>OTHER:</u> This Release shall also govern my participation in **any future Habitat project**, whether I sign a new Release or not. I agree that this Release is intended to be as broad as permitted by, and shall be governed by California law. Should any provision of this Release be adjudicated as invalid, the remaining provisions shall continue to be enforceable.

**KNOWING AND VOLUNTARY EXECUTION:** I carefully read this Release and fully understand it. <u>I AM AWARE THAT THIS IS A CONTRACT BETWEEN MYSELF AND HABITAT AND CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY and AUTHORIZATION, AND I SIGN IT OF MY OWN FREE WILL.</u> By signing this agreement, I certify that I am eighteen years of age or older (or I have delivered the consent of my parent or guardian (see below) to Habitat).

Habitat Partner for this Project:	(the "Partner")
Volunteer's Signature:	Date:
PARENT, IF VOLUNTEER IS UNDER 18: I, custody of Volunteer, who is under 18. As such parent or legal guardian in the Project and future projects. I HAVE CAREFULLY READ THIS CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILIT IS AGREEING. I AM CONSENTING TO THE VOLUNTEER'S AGTHIS ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND authorize and appoint Habitat, in whose care the Volunteer has been en and in my name in any way I could act in person to make any decisions medical care arising out of this Project or a future project, and to requir Habitat the same access and disclosure rights regarding Volunteer's me I AGREE AND CONSENT. Parent/Guardian (print):	n, the Volunteer and I want Volunteer to be able to participate ENTIRE RELEASE AND FULLY UNDERSTAND THAT IT Y AND AUTHORIZATION, TO WHICH THE VOLUNTEER REEMENT AND PARTICIPATION, I ALSO AM SIGNING AUTHORIZATION ON BEHALF OF VOLUNTEER. I trusted as my agent, to act for me with respect to the Volunteer for me with respect to the Volunteer er for me with respect to the Volunteer concerning personal or e, withhold, or withdraw any type of medical treatment. I give edical records and info that I have.
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