

## Release and Waiver of Liability of a Minor

This release and waiver of liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a minor child (the "Volunteer") and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of ALMOST HEAVEN HABITAT FOR HUMANITY, INC., a West Virginia non-profit corporation, its directors, officers, employees, and agents (collectively, "Habitat"). The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for Volunteers of Habitat.

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

1. **Waiver and Release** The Volunteer and Guardian 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 nature, either in law or in equity, which arise or may hereafter arise from the Volunteer's work for Habitat. The Volunteer and Guardian understand and acknowledge 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 participation in Habitat's home building program. The Volunteer and Guardian also understand that, except as otherwise agreed to by Habitat in writing, 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.
2. **Medical Treatment** Except as otherwise agreed to by Habitat in writing, the Volunteer and Guardian do 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 the Volunteer's work for Habitat.
3. **Assumption of the Risk** The Volunteer and Guardian understand that work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. In connection thereto, the Volunteer and Guardian recognizes and understands that activities at Habitat may, in some situations, involve inherently dangerous activities. The Volunteer and Guardian 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 of the Volunteer's work for Habitat.
4. **Insurance** The Volunteer and Guardian understand that, except as otherwise agree 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 arrive with medical or health insurance coverage in effect.
5. **Photographic Release** Volunteer and Guardian do hereby grant and convey unto Habitat during the Volunteer's work at Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Consent to Treatment of a Minor** Parent or Guardian do hereby authorize adult leaders of (*Group/Organization*) \_\_\_\_\_, or staff of the Habitat for Humanity affiliate as agents for the undersigned, to consent to any examinations, x-rays, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by a qualified physician or local hospital. The parent or guardian will assume responsibility for fees incurred by such an emergency.
7. **Permission Slip** Parent or Guardian grants permission for Volunteer to go with (*group/organization*) \_\_\_\_\_ on a Workcamp trip to Pendleton County, WV, for the dates of \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_.
8. **Other** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of West Virginia. Volunteer and Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by any court or 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.

**Printed name of Parent or Guardian of Volunteer:** \_\_\_\_\_

**Signature of Parent or Guardian of Volunteer:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_ / \_\_\_ / \_\_\_