

2023

# Volunteer Information Release and Waiver of Liability for Minors

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS



## To the Parent or Guardian

*It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree that it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.*

## To The Volunteer (and my Parent/Guardian)

This Release and Waiver of Liability (the "Release") executed in favor of **PUTNAM COUNTY HABITAT FOR HUMANITY, HABITAT FOR HUMANITY INTERNATIONAL, INC.**, and any other Habitat for Humanity Affiliated organization, and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers, and agents (collectively, "the Released Parties").

I, the Volunteer (with agreement of my Parent/Guardian) desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer ("Activities"). We understand that my Activities may include but are not limited to the following: constructing and rehabilitating residential buildings, working in Habitat for Humanity offices, traveling to and from Habitat worksites, and consuming food donated for Habitat activities and other work for the mission of Habitat.

I, the Volunteer (with agreement of my Parent/Guardian), 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, the Volunteer (with agreement of my Parent/Guardian), hereby freely, voluntarily, and without duress execute this Release under the following terms:**

- **RELEASE AND WAIVER.** I, the Volunteer (with agreement of my Parent/Guardian), do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.  
I (and my Parent/Guardian), understand and acknowledge that by this Release we knowingly assume the risk of injury, harm and loss associated with the Activities. We also understand that the Released Parties do 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, illness, death or property damage.
- **CONSENT TO TRANSPORTATION AND MEDICAL TREATMENT.** I (with agreement of my Parent/Guardian), 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, we understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, we 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 (with agreement of my Parent/Guardian) also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer (with agreement of my Parent/Guardian), do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or my parent/guardian 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.
- **INSURANCE.** I (with agreement of my Parent/Guardian) understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.  
I (with agreement of my Parent/Guardian) understand that we are and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me. I, along with my parent/guardian, agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses that may be incurred. If I have health insurance, we understand my personal health insurance is the primary coverage.
- **CONFIDENTIALITY:** I, along with my Parent/Guardian, understand that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. We 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.
- **PHOTOGRAPHIC/RECORDING RELEASE:** I, along with my Parent/Guardian, hereby grant and convey unto Habitat for Humanity International, Inc. all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and 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 to me, 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.



- **Other.** I, along with my Parent, Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by state law.

further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or 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.

**VOLUNTEER SIGNATURE (minor)**

To express my understanding of and agreement with this Release, I sign here.

I am at least 14 years old:  Yes  No

**Please print clearly:**

Today's Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Date of Birth \_\_\_\_\_

First M.I. Last

Signature of Minor Volunteer: \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ Best Phone # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Other Phone? \_\_\_\_\_

Allergies? \_\_\_\_\_ Year of Last Tetanus Shot \_\_\_\_\_ Family Doctor's Name \_\_\_\_\_

*(For Parent/Guardian) 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 to participate in all volunteer Activities as set forth in this Release and Waiver of Liability, and such terms are incorporated herein. I have read and I 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 and the minor Volunteer's heirs, next of kin, assigns and legal representative.*

**PARENT/GUARDIAN SIGNATURE(S)**

**Parent #1/Guardian for Volunteer under 18 Years Old:**

Today's Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

First M.I. Last

Address \_\_\_\_\_ Best Phone # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Other Phone? \_\_\_\_\_

**Witness:**

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

First M.I. Last

*If only one parent or guardian signs these forms for a Volunteer who is under 18 years of age, then the above signed 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, authorized to do so, and that by executing such Release and Parental Authorization, the above signed 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 and Parental Authorization.*

**Parent #2 of Volunteer under 18 Years Old:** (optional)

Today's Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

First M.I. Last

Address \_\_\_\_\_ Best Phone # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Other Phone? \_\_\_\_\_

**Witness:**

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

First M.I. Last

Are you volunteering for a school, service club, or place of employment? \_\_\_\_\_ Yes \_\_\_\_\_ No

*If yes, please answer the two questions below:*

*What school and/or organization prompted your interest in volunteering? \_\_\_\_\_*

*How many service hours are needed? \_\_\_\_\_ To be completed by \_\_\_\_\_*



PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD

I, \_\_\_\_\_, am the parent or legal guardian having custody of a child or children who are under 18 years old and who will be volunteering with Habitat for Humanity International, Inc. or its affiliated organizations. As such parent or legal guardian, I hereby authorize and appoint \_\_\_\_\_, an adult in whose care the minor child has been entrusted, and any agent or employee of Habitat for Humanity International, Inc. or its affiliated organizations if necessary or appropriate, as my agent to act for me with respect to my minor child(ren) and their personal care, and in my name in any way I could act in person to make any and all decisions for me with respect to my child listed below ("child"):

Name of agent (trusted adult): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I consent to the use of first aid treatment for my child and the use of generic and over the counter medications and treatments as directed by manufacturer labels, to be administered by Habitat for Humanity International, Inc. or its affiliated organizations or first aid personnel. In an emergency, I understand my named agent and/or Habitat for Humanity International, Inc. or its affiliated organizations may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the named agent above and any agent or employee of Habitat for Humanity International, Inc. or its affiliated organizations to act as an agent for me to consent to any examination, testing, x-rays, medical, dental, or surgical treatment for my child as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my child's 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 Habitat for Humanity International, Inc. or its affiliated organizations to arrange for transportation of my child as deemed necessary and appropriate in their discretion.

My agent shall have the same access to my child's medical records that I have, and is designated by me to be the child's Personal Representative under the Health Insurance Portability and Accountability Act (HIPAA), including the right to disclose the contents to others. I authorize health care personnel and health care facilities to rely on this consent form and any health information I have provided to my named agent and/or Habitat for Humanity International, Inc. or its affiliated organizations regarding my child.

I authorize and appoint my agent to travel with my minor child to and from the worksite and consent for my minor child to serve as a volunteer with Habitat for Humanity International, Inc. or its affiliates. I understand my child will help construct/rehabilitate houses and participate in other activities on a voluntary basis, without compensation, as further set forth in the Volunteer Agreement, Release and Waiver of Liability, the terms of which are incorporated herein by reference.

I have read and understand the above Parental Authorization for Treatment of, and Travel With, a Minor Child, any questions of mine have been answered, and I voluntarily agree to all such provisions.

Parent/Guardian: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Parent/Guardian: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR(S):

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

Email: \_\_\_\_\_