

RELEASE AND WAIVER OF LIABILITY FOR MINORS HOME CONSTRUCTION OR TEAR-DOWN ACTIVITIES

Habitat for Humanity of Sauk Columbia Area, Inc.

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability for Home Construction or Tear-Down Activities (the "Release") is signed this ___ day of _____, 200__, by _____ a minor child ("Volunteer"), and _____, a parent having legal custody of or having the status as the legal guardian of the Volunteer ("Parent/Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, Habitat for Humanity of Sauk Columbia Area, Inc., a Wisconsin nonprofit corporation, and their respective directors, officers, employees, and agents (collectively referred to as "Habitat").

The Volunteer and the Parent/Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing, tearing down or rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

The Volunteer and the Parent/Guardian freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Volunteer and Parent/Guardian 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 Volunteer's Activities with Habitat.

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

Medical Treatment. Volunteer and Parent/Guardian 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 Activities with Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

Awareness of and Assumption of Risks Involved. The Volunteer and the Parent/Guardian understand that the Activities involves work that may be hazardous to the Volunteer, including, but not limited to, work on the construction of a house, tearing down existing buildings, loading and unloading building materials, and transportation to and from the work sites. The Volunteer and the Parent/Guardian understand that the Activities will involve risks of personal injury, including, but not limited to, exposure to sharp objects that could cause cuts or scrapes; strain or injury to muscle or bone from handling, lifting or moving objects;

exposure to splinters or cuts from handling wood, glass or other sharp or breakable objects; injuries from using manual or power tools and equipment that could cause cuts, scrapes, bruises and other injuries; and exposure to hazardous substances, chemicals or materials. The risks also include the risk of injury that may result from the actions of others who are present at or involved in the Activities or from the condition of the land or building on which the Activities take place. Volunteer and Parent/Guardian expressly and specifically assume the risk of any injury or harm that may result from the Volunteer's participation in the Activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Volunteer and the Parent/Guardian understand that, unless specifically agreed 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 obtain his or her own medical or health insurance coverage.

Photographic Release and Consent. Volunteer and Parent/Guardian grant and convey unto Habitat all right, title, 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. Volunteer and Parent/Guardian also consent to allow photographs and video and/or audio recordings of the Volunteer to be made by Habitat, or by others at the request of Habitat, during the Volunteer's participation in the Activities.

Other. Volunteer and Parent/Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Volunteer and Parent/Guardian agree that in the event that any clause or provision of this Release is 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.

IN WITNESS WHEREOF, Volunteer and Parent/Guardian have executed this Release as of the day and year written above.

Volunteer's Signature

Parent/Guardian's Signature

Volunteer's name (please print legibly)

Parent/Guardian's name (please print legibly)

Street Address

Witness Signature

Home phone

Witness Name (please print legibly)

Work phone