



VOLUNTEER INFORMATION & RELEASE AND WAIVER OF LIABILITY

Name _____ Date: ____-____-2018
FIRST LAST

I volunteered today: as an Individual with a Group (Group name) _____

Contact _____
Address STREET APT NUMBER
CITY STATE ZIP

Please check here if you would not like to receive Habitat-NYC information via e-mail?

Email: _____

Contact Tel: () _____

Are you an active duty or Military veteran of the Armed Forces?
Y/N _____

Date of Birth: ____:____:____

This RELEASE and WAIVER OF LIABILITY executed on this _____ day of _____ 2018 by [PLEASE PRINT NAME] _____ (the Volunteer) in favor of HABILAT FOR HUMANITY INTERNATIONAL, INC., HABILAT FOR HUMANITY NEW YORK CITY, INC., HABILAT FOR HUMANITY BED-STUY HOMES HOUSING DEVELOPMENT FUND CORPORATION, HABILAT FOR HUMANITY BED-STUY HOMES II HOUSING DEVELOPMENT FUND CORPORATION, HABILAT FOR HUMANITY ST. JOHN'S HOUSING DEVELOPMENT FUND CORPORATION, HABILAT FOR HUMANITY HOUSING DEVELOPMENT FUND CORPORATION, HABILAT FOR HUMANITY DEAN STREET HOUSING DEVELOPMENT FUND CORPORATION, NEW YORK CITY HOUSING AUTHORITY and Habitat for Humanity New York City General Contractor LLC (all of the foregoing being referred to as "Habitat"), Habitat's affiliates, directors, officers, employees, agents, contractors and subcontractors, and their respective successors and assigns,., PROJECT EYE CONSULTANTS INC AND GKC INDUSTRIES, INC. ("Contractor Entities"). Contractor Entities' directors, officers, employees, agents, contractors and subcontractors, and their respective successors and assigns (Habitat and Contractor Entities and all of the foregoing being referred to as the "Released Parties"). Volunteer desires to work as a volunteer for Habitat and participate in the various activities (collectively, the "Volunteer Activities") sponsored by Habitat in carrying out its homebuilding mission. Volunteer understands that the activities may include, without limitation, constructing and rehabilitating residential buildings and other community facilities, being transported to and from work site locations, and consuming food in the course of such activities. Volunteer with full knowledge of his/her rights does hereby freely, voluntarily, and without duress execute this Waiver and Release under the following terms:

Waiver of Worker's Compensation Claims. Volunteer intends to participate as a volunteer in construction projects sponsored by Habitat, and will receive no compensation or remuneration for services. Habitat does not provide worker's compensation insurance for volunteer participants.

Waiver and Release. Volunteer does hereby release and forever discharge and hold harmless the Released Parties from any and all liability, claims, damages, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's participation in the Volunteer Activities. Volunteer understands that this Release discharges the Released Parties from any liability or claim that Volunteer may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's participation in the Volunteer Activities, whether caused by the negligence of the Released Parties or otherwise. Volunteer also understands that the Released Parties do not assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health or disability insurance.

Without in any way limiting the foregoing, or any other provision of this Release and Waiver of Liability, Volunteer expressly agrees that in no event shall Volunteer look to the insurance carried by any contractor or subcontractor engaged by Habitat in connection with any liability, claims, damages or demands asserted by Volunteer.

Medical Treatment. Volunteer does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer's participation in the Volunteer Activities or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment. In the event that the Volunteer is rendered incapacitated, the Volunteer does hereby consent to medical or dental treatment that Habitat or its agents and/or representatives deem necessary. Notwithstanding the foregoing, neither Habitat, its representatives of agents are under any obligation to provide or coordinate the provision of any medical or dental care.

Assumption of the Risk. Volunteer understands that the work may include activities that may be hazardous to Volunteer, and that food, accommodations, and medical facilities may be donated to Habitat and may be beyond the control of Habitat and the other Released Parties. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities of Volunteer's participation in the Volunteer Activities.

Volunteer understands that the Volunteer activities may be hazardous to the Volunteer, including, but not limited to, demolition, loading and unloading of heavy equipment and materials, transportation to and from the disaster site, and working in locations damaged by the effects of a disaster. Volunteer recognizes and understand that the Volunteer's time with Habitat may, in some situations, involve inherently dangerous activities.

Insurance. Volunteer understands that the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any volunteer. Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect. However, Habitat does maintain Volunteer Accident Insurance, which coverage is designed to reimburse volunteers for their uninsured medical expenses in the event they are injured at a Habitat event, with no deductible. Notwithstanding anything to the contrary, neither Habitat nor any of its insurance carriers are required to pay for any medical costs of the Volunteer.

Photographic Release. Volunteer does hereby 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 Volunteer's participation in the Volunteer Activities, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings.

Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of New York. Volunteer agrees that in the event that any clause or provision of this Waiver and 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 Waiver and Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Waiver and Release, as of the day and year written above.

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____

CELLPHONE: _____

SIGNATURE OF VOLUNTEER, _____

If Volunteer is under the age of 18, the following signature is required.

PARENT OR GUARDIAN _____ **DATE:** ____- ____- 2017
(Signature)

NAME : _____
(Print Name)