

# RELEASE AND WAIVER OF LIABILITY

**Please read carefully.** This is a legal document which affects your legal rights. **NOTE: Volunteers under the age of 18 must have parent or guardian "witness" this document.**

THIS RELEASE AND WAIVER OF LIABILITY (the Release) signed on this \_\_\_\_ day of \_\_\_\_\_ by the volunteer in favor of Greater Plainfield Habitat for Humanity, Inc., its directors, officers, agents, or otherwise (collectively, "GPHFH").

**The Volunteer desires to work as a volunteer for GPHFH and engage in activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitation residential buildings, working in the GPHFH office(s) or, in the case of GPHFH projects, living in housing provided for volunteers by GPHFH.**

**THE VOLUNTEER DOES HEREBY FREELY AND WITHOUT DURESS, EXECUTE THIS RELEASE UNDER THE FOLLOWING TERMS:**

**1) Waiver and Release.** The Volunteer does hereby release and forever discharge and hold harmless GPHFH 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 arrive from the Volunteer's work for GPHFH.

The volunteer understands and acknowledges that this Release discharges GPHFH from any liability or claim that the Volunteer may have against GPHFH with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Volunteer's work for GPHFH, whether caused by the negligence of GPHFH or otherwise. The Volunteer also understands that, except as otherwise agreed by GPHFH in writing, GPHFH 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 GPHFH in writing, the Volunteer does hereby release or forever discharge GPHFH 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 GPHFH.

Medical Release: **I understand that I take full responsibility for my welfare and safety on the job site. And, I hereby give permission for emergency medical treatment to be administered as deemed appropriate.** \_\_\_\_ Yes \_\_\_\_ No

**3) Assumption of the Risk.** The Volunteer understands that the work for GPHFH 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 recognizes and understands that activities at GPHFH may, in some situation, involve inherently dangerous activities.

**"The Volunteer hereby expressly and specifically assumes the risk of injury, illness, death, or property damage resulting from the activities of the Volunteer's work for GPHFH."** \_\_\_\_ Yes \_\_\_\_ No

**4) Insurance.** The Volunteer understands that, except as otherwise agreed to by GPHFH in writing, GPHFH does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO HAVE HIS/HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

**5) Photographic Release.** The Volunteer does hereby grant and convey unto GPHFH during the Volunteer's work for GPHFH, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. If the Volunteer does not wish to be photographed, it is his/her responsibility to so inform the photographer.

Photo release: **I consent to the use of any photos of me to help tell the public about the GPHFH program and hereby waive all claims for compensation for such use or for damages.** \_\_\_\_ Yes \_\_\_\_ No

**6) Other.** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the 'Release' which shall continue to be enforceable.

**In Witness Whereof, the Volunteer has executed this Release as of this day and year first above written.**

Printed Name \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Parent or Guardian if volunteer is under the age of 18