



Minor Waiver 2018

2018 Release and Waiver of Liability

Please read carefully: this is a legal document that affects your legal rights.

This Release and Waiver of Liability **MUST** be completed, signed and turned in on or before the day you volunteer with Habitat for Humanity of the NC Sandhills (Habitat for Humanity).
Once returned, it will be kept on file for one year from the date of signature.

Please print legibly or type the contact information for the Volunteer:

Date: _____ Year started with Habitat for Humanity: _____

I hereby consent for: _____
First MI Last

Birthdate (minimum of 13 years): _____

I am his/her (check whichever is applicable): _____ Parent _____ Legal Guardian

Address: _____
Street City State Zip

Home Phone: _____ Cell Phone: _____

Email Address: _____

Where would you like to volunteer? (circle any that apply):

Construction Repairs ReStores Administration On a committee Other: _____

Medical Information (allergies, etc.) or any physical limitations: _____

Volunteer is a student at which school? _____

Name of sponsoring group (if applicable): _____

Any previous Habitat for Humanity experience? _____

(OVER)



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Please print legibly or type the contact information of the parent/guardian:

Name of Parent/Legal Guardian: _____

Home address (if different than Volunteers): _____

Email address: _____

Home phone: _____ **Work phone:** _____ **Cell phone:** _____

Emergency Contact Name: _____

Emergency Phone Number: _____

The Volunteer desires to work as a volunteer for Habitat for Humanity of the NC Sandhills (Habitat for Humanity) and engage in the activities related to being a volunteer ("Activities"). I understand that the Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, states or countries; consuming food available or provided; living in housing provided for volunteers; constructing residential buildings; and other construction-related activities.

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

Release and Waiver: The Volunteer does hereby release and forever discharge and hold harmless Habitat for Humanity 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 the Volunteer's Activities with Habitat for Humanity. The Volunteer understands that this Release discharges Habitat for Humanity from any liability or claim that the Volunteer may have against Habitat for Humanity with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with Habitat for Humanity, whether caused by the negligence of Habitat for Humanity or its officers, directors, employees, or agents or otherwise. The Volunteer also understands that Habitat for Humanity 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. I, the Volunteer, understands that Habitat for Humanity reserves the right to end or refuse your term for any reason.

Medical Treatment: The Volunteer does hereby release and forever discharge Habitat for Humanity 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 for Humanity.

Assumption of the Risk: The Volunteer understands that the Activities include work that may be hazardous to the Volunteer including but not limited to, construction, loading and unloading, and transportation to and from the work sites. The Volunteer hereby expressly and specifically assume the risk of injury or harm in the Activities and releases Habitat for Humanity from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: In the event of an accident, Habitat for Humanity provides a small volunteer insurance policy which will pay for **DIRECT MEDICAL EXPENSES ONLY** which are **NOT** paid by the Volunteer's health insurance company. Please notify the site coordinator or Habitat for Humanity staff members immediately of any injury while on site. Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release: The Volunteer does hereby grant and convey unto Habitat for Humanity all rights, titles, and interest in any and all photographic images, video, and/or audio recordings made by Habitat for Humanity during the Volunteer's Activities with Habitat for Humanity, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

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 North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. The Volunteer agrees that in the event that any clause or provision of this 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 Release which shall continue to be enforceable.



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Sexual Offender Check: Habitat for Humanity is required to check the names of potential homeowners, board members, staff members and volunteers in the sexual offender database. Our affiliate may choose to deselect a homeowner if they are registered in a sexual offender database. Additionally, our affiliate may remove board members, staff members and key volunteers if they are located in a sexual offender database.

Minor Construction Site Policy:

- **No child under 13 years** is allowed on a Habitat construction site (Homeowners' children- see below)
- **Minors above 13 but under 16 years old** must be part of a youth group with an adult chaperon ratio of 1 adult to 3 children. They are allowed to participate only in the following activities: (1) waterproofing (2) insulating (3) landscaping (4) painting and (5) clean-up.
- **Minors 16 to 18 years old** and are not part of a youth group must have adult supervision at the ratio of 1 adult to 1 minor. These minors are NOT permitted to use power tools, work on roofs or scaffolding.
- All parents of minors shall sign an adult waiver of liability form and submit it to Habitat for Humanity's Volunteer Coordinator prior to the workday.
- All minors shall check in with the Volunteer Coordinator to ensure that waivers have been submitted and safety procedures reviewed.

Sponsored houses: Each sponsoring organization is responsible for the enforcement of this policy at their sponsored houses.

Homeowner's minor children: Homeowners' children may be allowed to work on site on a case-by-case basis as approved by Habitat for Humanity's Construction Manager. One-to-one adult supervision is required. The parent or guardian shall submit a signed adult waiver of liability to the Habitat Family Support Coordinator at the time they sign their contract for sweat equity. Minors under 16 years old may perform only with immediate supervision by an adult: clean-up, insulating, landscaping, and/or waterproofing. Minors under 18 years old shall not be allowed to use power tools, work on roofs or scaffolding.

The Habitat for Humanity's Executive Director, the Construction Manager, or their designees, shall enforce this policy at the construction site. If a parent or guardian is unwilling to sign the waiver or liability, the minor child shall not be permitted on the construction site.

(Updated 1/1/2016)

(Signature of Parent/Legal Guardian)

(Date)

Witness Signature: _____