

All volunteers must have a completed "Waiver of Liability" on file with the volunteer services department. This form must be updated on the first of each year. If you do not have a waiver of liability form on file, you are not allowed to work on an San Marcos HFH construction site. Please fill it out and leave it in the site book. It will be picked up and filed. Thank you!

**San Marcos Habitat for Humanity
RELEASE FROM LIABILITY WAIVER
ASSUMPTION OF RISK AGREEMENT**

Building construction is a dangerous occupation. Even many professionals are injured. Workers Compensation rates for paid construction workers are among the highest rates. But as a volunteer, you are not covered by Workers Compensation Insurance, nor does Habitat have liability coverage for injury of volunteers. We ask that all volunteers accept full responsibility for their own safety. PLEASE CIRCLE AGE OF VOLUNTEER: (if minor) 16 17

WAIVER OF LIABILITY

PLEASE READ CAREFULLY THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this date by (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation and San Marcos Habitat for Humanity, Inc., a Texas nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer desires to 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 and rehabilitation of residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

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

1. **RELEASE AND WAIVER** Volunteer does hereby 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 understands 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 also understands 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.

2. **MEDICAL TREATMENT** Volunteer does 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.

3. **ASSUMPTION OF THE RISK** The Volunteer understands that the Activities included 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.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

4. INSURANCE The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is encouraged and expected to obtain their own medical or health insurance coverage.

5. PHOTOGRAPHIC RELEASE The 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 the Volunteers Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. OTHER Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. 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.

Name of Emergency Contact:

Relationship to Volunteer:

Address:

Emergency Contact Phone:

City,State Zip:

Page/Cell:

Allergies to medication or other special needs:

Volunteer Signature

Signature of Parent (if participant is a minor)

Date

Name(s) of dependent(s) less than 18 years of age and covered by this waiver.