

SAGINAW HABITAT FOR HUMANITY

Release and Waiver of Liability

This Release and Waiver of Liability (the "Release"), executed on this ____ day of _____, 200__, by _____ (the "Volunteer") in favor of Saginaw Habitat for Humanity, a nonprofit corporation ("Habitat"), its directors, officers, employees, and agents.

The Volunteer desires to participate and work in Habitat's home building program, and the activities related to the work. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings, being transported to and from work locations, and consuming food and using living accommodations donated for the work.

The Volunteer does hereby freely, voluntarily, 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 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 participation in Habitat's home building program.
- 2. Medical Treatment.** The 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 participation in Habitat's home building program. *If the volunteer has any medical/physical problems or concerns, it is the volunteer's responsibility to notify Habitat.*
- 3. Assumption of the Risk.** The Volunteer understands that construction may include activities that may be hazardous to the Volunteer and that the food, accommodations, and medical facilities may be donated to Habitat and beyond the control of Habitat.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in Habitat's home building program.

- 4. Insurance.** *Each Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.*
- 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 Habitat's home building program, 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 Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. 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.

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

Witness

Signature of Volunteer / Parent or Guardian (if under 18)

Address

Home Phone

Work Phone

Emergency Contact Name

Relation

Phone Number