

# **Release and Waiver of Liability**



# 2018

2520 Camino Entrada

Santa Fe, New Mexico 87507

505-986-5880

[www.santafehabitat.org](http://www.santafehabitat.org)

## **PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability (the "**Release**") executed on this date by **Volunteer** in favor of Habitat for Humanity International, Inc., a nonprofit corporation and Santa Fe Habitat for Humanity, Inc., a New Mexico 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 rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat. The Volunteer understands that at any time they may be asked to leave and not return to Habitat.

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

**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.

**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.

**ASSUMPTION OF THE RISK** 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.

**INSURANCE** 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.

**Volunteers are encouraged and expected to obtain their own medical or health insurance coverage.**

**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 the Volunteers Activities with Habitat, 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 Mexico, and that this Release shall be governed by and interpreted in accordance with the laws of the

State of New Mexico. 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.

**SAFETY GUIDELINES** Volunteer hereby certifies that they have completed the online safety orientation or have reviewed and understand the document entitled "Habitat For Humanity's Construction Safety Practices".

**IN WITNESS WHEREOF, Volunteer certifies that s/he is at least eighteen years old, has read and agrees with the terms contained herein and hereby executes this Release on this date.**

\_\_\_\_\_  
Volunteer (**Signature**)

\_\_\_\_\_  
Date

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### PERSONAL INFORMATION (MUST BE COMPLETED)

(Check all that apply)

New Volunteer  Returning Volunteer

Veteran  College Student  Baby Boomer\*  
\* (Born 1946-1964)

\_\_\_\_\_  
**Print Name** (PLEASE WRITE CLEARLY)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Group** (If Applicable)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Preferred E-mail (for occasional volunteer updates)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone (Home)

\_\_\_\_\_  
Phone (Work)

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### EMERGENCY CONTACT INFORMATION

**This is required, please print carefully**

1. Name of Emergency Contact: \_\_\_\_\_

2. Their phone number: \_\_\_\_\_

3. Relationship to you: \_\_\_\_\_

#### Keeping in Touch

\_\_\_\_\_ Yes, I would like to receive Santa Fe Habitat's **semi-annual newsletter**. (regular mail)

\_\_\_\_\_ Yes, I would like to receive **email updates** from Santa Fe Habitat.