

Minor Release and Waiver of Liability



2020

2520 Camino Entrada, Ste. A, Santa Fe, New Mexico 87507 505-986-5880 www.santafehabitat.org

PLEASE READ CAREFULLY!

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (**the 'Release'**) executed by a minor child (**the 'Volunteer'**), and the parent having legal custody and/or the legal guardian of the volunteer (**the 'Guardian'**), 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 and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (**the 'Activities'**). The Volunteer and the Guardian understand 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 and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

RELEASE AND WAIVER Volunteer and Guardian do 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 and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian 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 and Guardian also understand 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.

The policy of Habitat does not allow children under the age of 14 on a Habitat worksite while construction is in progress. It is further the policy of Habitat that, while children between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

MEDICAL TREATMENT Volunteer and Guardian do 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 or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

ASSUMPTION OF THE RISK The Volunteer and Guardian understand that the Activities may 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.

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

INSURANCE The Volunteer and Guardian understand 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 expected and encouraged to obtain their own medical or health insurance.

PHOTOGRAPHIC RELEASE Volunteer and Guardian do 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 Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

OTHER Volunteer and Guardian expressly agree 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 and Guardian hereby certify 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 and Guardian certify that they have read and agree with the terms contained herein and hereby execute this Release on this date.

Minor / Volunteer (**Print Name**) Minor / Volunteer (**Signature**) Date

Minor / Volunteer Address City State Zip

Minor / Volunteer Phone (Home) Phone (Cell) / /
Minor (D.O.B.)

Parent / Guardian (**Print Name**) Parent / Guardian (**Signature**) Date

If you volunteering as part of a group, write the name of your group here: _____

IN CASE OF EMERGENCY, CONTACT:

Name Relationship

Phone

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Parental Authorization for Treatment of a Minor Child

I _____ am the parent or legal guardian having custody

of, _____ a minor child. As such parent or legal guardian, I hereby authorize and appoint, an adult in whose care the minor child has been entrusted or a duly authorized agent of Santa Fe Habitat for Humanity Inc., as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, concerning my minor child's personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, including x-ray examination, anesthetic, medical or surgical diagnosis of treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

Parent / Guardian Signature

Date

Parent / Guardian Printed Name

Parent / Guardian Address

City

State

Zip

Home Phone

Work Phone

Witness Signature

Printed Name