

Habitat for Humanity

Flathead Valley

WAIVER OF LIABILITY – ADULT

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!

RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY

THIS RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY (the “Release”) executed on this _____ day of _____, 20____, by _____ (the “Volunteer”), in favor
please print name

Of Flathead Valley Habitat for Humanity, a Montana nonprofit corporation, its directors, officers, employees, agents and other volunteers (collectively “Habitat”).

The Volunteer desires to work as a volunteer for Habitat and engage in activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings.

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

1. Waiver and Release. Volunteer does hereby release and forever discharge, indemnify, and hold harmless Habitat and its’ successors and assigns from any and all liability, claims, actions and demands of whatever kind or nature, to or by any and all persons and entities, including costs and attorney fees, which arise or may herein arise from Volunteer’s acts, errors or omissions.

Volunteers 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 work for Habitat, unless caused by sole negligence of Habitat or its officers, employees, agents, volunteers 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 work for Habitat or with the decision by any representative or agent of Habitat to exercise the power of consent to medical or dental treatment as such power may be granted and authorized.
3. Assumption of the Risk. The Volunteer understands that the work for Habitat may include activities 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 and 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 work for Habitat.

4. Insurance. The Volunteer understands that Habitat does not carry or maintain health, medical, or disability insurance coverage for any volunteer.

Each Volunteer is expected and encouraged to obtain and maintain his or her own medical or health insurance coverage.

5. 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 and all copies thereto made by Habitat during the Volunteer’s work for 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 Montana, and that this release shall be governed by and interpreted in accordance with the laws of the State of Montana. 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. Volunteer has had the opportunity to have this release reviewed by an attorney and has fully read and does understand the terms and provisions of this release.

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

Signature of Volunteer

Address

city

state

zip

Phone (H) _____

(W) _____

Email * _____

*We will not use your email without permission nor do we share email addresses with any other agencies

EMERGENCY CONTACT INFORMATION

Name _____ Date _____

In case of emergency please contact:

Name _____

Relationship _____

Address _____

Phone (day) _____ (night) _____

The following information may be needed by any hospital or medical practitioner not having access to your medical history:

Allergies to medicine/food _____

Medication being taken _____

Date of last Tetanus shot _____

Physical impairments _____

Special dietary requirements _____

Other _____

Personal Physician

Name _____

Address _____

Phone _____