

Habitat for Humanity of Flathead Valley

MINOR WAIVERS OF LIABILITY and INSURANCE Emergency Contact Information

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 _____ a minor child (the "Volunteer")
Name of volunteer (please print)

and _____ the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of FLATHEAD VALLEY HABITAT FOR HUMANITY, a Montana nonprofit corporation, its' directors, officers, employees, agents and other volunteers (collectively, "Habitat")

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

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

1. Waiver and Release. Volunteer and Guardian do hereby release and forever discharge, indemnify, and hold harmless Habitat and it's 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 without limitations, their respective agents or representatives, either in law or equity, including costs and attorney's fees, which arise or may hereafter arise from Volunteer's acts, errors, or omissions.

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 work for Habitat, unless caused by sole negligence of Habitat or it's officers, directors, employees, agents, volunteers 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.

2. Medical Treatment. Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arises or may thereafter 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 in the event of an emergency and the parent or guardian cannot be located.
3. Assumption of the Risk. The Volunteer and Guardian understand 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 and Guardian hereby expressly and specifically assume the risk of injury and harm in these activities and release Habitat from all liability, illness, death, or property damage resulting from the activities of the Volunteer's work for Habitat.

4. Insurance. The Volunteer and Guardian understand that Habitat does not carry or maintain health, medical or disability insurance coverage for any volunteer. Insurance waiver follows this portion of the liability waiver.

EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN AND MAINTAIN HIS OR HER OWN MEDICAL OR HEALTH UNSURANCE COVERAGE

5. 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 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 and Guardian expressly agree 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 and Guardian have had the opportunity to have this release reviewed by an attorney and have fully read and do understand the terms and provisions of this release.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the Day and year first above written.

SIGNATURE OF VOLUNTEER:

Address

_____ city state zip

SIGNATURE OF PARENT OR GUARDIAN

Phone (H) _____

(W) _____

Email * _____

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

YOUTH INSURANCE WAIVER

INSTRUCTIONS: Please read carefully and complete the following form. When you come to the construction site for work - you need to have this form with you. This will help us know who to contact in case of an emergency. The site supervisor must have this form, signed by your guardian, at the site for volunteers under the age of 18.

WAIVER AND RELEASE: I understand that participation in activities relating to the construction and/or renovation of houses involves potential hazards, and, on behalf of me, my heirs, executor, administrator and any minors volunteering with me, I hereby release Flathead Valley Habitat for Humanity and its staff, representatives, board members and volunteers and each of them from any claims, demands, injuries, damages, or actions arising from my participation in such activities, whether or not caused by my negligence of Flathead Valley Habitat for Humanity or any other party.

Volunteer Signature: _____ **Date:** _____
Please Print Name: _____

In the event for my child to have medical treatment while participating with a Habitat for Humanity project, I hereby give Flathead Valley Habitat for Humanity, its agents and its employees permission to consent to medical services for my child.

Parent or Guardian Signature: _____
Please Print Name: _____

EMERGENCY CONTACT INFORMATION

IN CASE OF EMERGENCY:

Please Contact: _____
Phone Number (Home): _____ **(Work):** _____
Relationship: _____

Second Person to Contact: _____
Phone Number (Home): _____ **(Work):** _____
Relationship: _____

Is the Volunteer allergic to any medications? Does the Volunteer have any other known allergies? _____ **Please specify:**
