Habitat for Humanity of the Mississippi Gulf Coast

IMPORTANT: Each volunteer must have a completed & signed “Release and Waiver of Liability” on file.

Release and Waiver of Liability for Minors
PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the “Release”) is executed on this ______ day of __________________, 20____, by ____________________________ (the “Volunteer”), in favor of Habitat for Humanity of the Mississippi Gulf Coast, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective partners, directors, officers, trustees, employees, volunteers and agents (collectively, the “Released Parties”).

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer (“Activities”). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

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

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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, illness, death or property damage.

It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

Habitat brings people together to build homes, communities and hope.

2214 34th Street, Gulfport, MS 39501
Phone: (228) 678-9100 | Fax: (228) 678-9111
www.hfhmgc.org
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If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or
the legal guardians of the Volunteer (the “Guardians”) also hereby release and forever discharge the
Released Parties from any claim whatsoever which arises or may hereafter arise on account of the
decision by any representative or agent of the Released Parties to exercise the power to consent to
medical or dental treatment as such power may be granted and authorized in a Parental Authorization
for Treatment of a Minor Child.

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that may be
hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel
to and from the work sites; and exposure to lead, asbestos, and mold, which may cause or worsen certain
illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or
have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local
accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and
from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather
or other circumstances that could threaten my health or safety. I also understand that it is the policy of
the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the
Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage
resulting directly or indirectly from the Activities.

Insurance. I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in
writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel,
disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to
obtain his or her own health, medical, travel, disability or other insurance coverage.

Photographic Release. I, the Volunteer, do hereby grant and convey unto Habitat for Humanity of the
MS Gulf Coast and HFHI all right, title and interest in any and all photographs and video or audio
recordings of or including my image or voice, made by any of the Released Parties during my Activities
with the Released Parties, including, but not limited to, the right to use such photographs or recordings
for any purpose and to any royalties, proceeds or other benefits derived from them.

Other. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as
permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or provisions of
this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does
not prevent the exercise of any other right.
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To express my understanding of an agreement with this Release, I sign here with a witness.

Volunteer: Name (please print): ____________________________

Signature: ____________________________

Address: ____________________________

Phone: ____________________________ E-mail: ____________________________ Date of Birth: ____________________________

Witness: Name (please print): ____________________________

Signature: ____________________________

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness (separate from the minor or parent/guardian).

If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

A Notary Public is needed only for the Parental Authorization for Treatment of, and Travel with, a Minor Child. This authorization is needed when a parent would not be available (physically present) to consent for medical care, which typically arises when minor children are travelling away from their local affiliate’s service area.

Parent/Guardian #1:

Name (please print): ____________________________

Signature: ____________________________

Address: ____________________________

Witness: ____________________________
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Parent/Guardian #2:

Name (please print): ____________________________________________________________

Signature: _____________________________________________________________________

Address: _____________________________________________________________________

Witness: _____________________________________________________________________

EMERGENCY CONTACT INFORMATION (in the case we cannot reach either parent/guardian or chaperone):

Name: _____________________________________________________________________

Relationship: _____________________________________________________________________

Address: _____________________________________________________________________

Phone: ___________________________ E-mail: ___________________________________________
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A Notary Public is needed on the below when a parent would not be available (physically present) to consent for medical care, which typically arises when minor children are travelling:

PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD

I, ________________________________ (parent’s name) am the parent or legal guardian having custody of ________________________________ (child’s name) a minor child. As such parent or legal guardian, I hereby authorize and appoint ________________________________ (child’s name) an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity International, 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, ________________________________ (child’s name) 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 or 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. Also, I hereby authorize and appoint my agent to travel with my minor child to the Mississippi Gulf Coast, and consent for my minor child to serve as a volunteer with Habitat for Humanity of the Mississippi Gulf Coast and to help construct houses and participate in other activities on a voluntary basis, without compensation.

1) Parent or Guardian: ________________________________
Witness: ________________________________
Date: ________________________________

2) Parent or Guardian: ________________________________
Witness: ________________________________
Date: ________________________________

This PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD sworn to and subscribed before me by ________________________________ and ________________________________, the Parent(s) or Legal Guardian(s) of ________________________________, a minor child, this ___ day of ____________________, 20___.

Notary Public
My commission expires: