

YOUTH Volunteer Agreement Release and Waiver of Liability

**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 "Parent/Guardian") on behalf of _____ (the "Minor"), in favor of **Habitat for Humanity of Greater Charlottesville**, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization¹ and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

The Parent/Guardian and Minor, desire that the Minor work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. The Parent/Guardian and understand that activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, or cities; consuming food available or provided; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

The Parent/Guardian and Minor, understand that the Activities may include work that may be hazardous to the Minor, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if the Minor does not wear protective equipment, is exposed for extended periods of time, or has a pre-existing immune system deficiency.

The Parent/Guardian and Minor hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver: In consideration of and in order to be allowed to participate in the Activities, the Parent/Guardian and Minor do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which the Minor or his/her heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to the Minor's Activities with any of the Released Parties, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

The Parent/Guardian and Minor understand and acknowledge that by signing this Release the Parent/Guardian and Minor knowingly assume the risk of injury, harm, damage and loss associated with the Activities. The Parent/Guardian and Minor 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.

¹ Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

Parent/Guardian Initial

*The Parent/Guardian and Minor understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of construction work, the Parent/Guardian and Minor understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. **The Parent/Guardian agrees it is his/her responsibility to communicate these requirements to any minor children who will attend and/or participate in the Activities.***

Consent to Transportation and Medical Treatment. The Parent/Guardian and Minor consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, the Parent/Guardian and Minor understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, the Parent/Guardian and Minor hereby authorize the Released Parties to act as an agent for the Minor to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, the Minor's assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. The Parent/Guardian and Minor also authorize the Released Parties to arrange for transportation of the Minor as deemed necessary and appropriate in their discretion. The Parent/Guardian and Minor do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by the Minor or on the Minor's behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

The Parent/Guardian, having legal custody of the Minor also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such Minor or on his/her behalf 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 transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment.

Insurance: The Parent/Guardian and Minor 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.

The Parent/Guardian understands that Parent/Guardian remains responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for the Minor. Parent/Guardian agrees that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If the Parent/Guardian and Minor have health insurance, Parent/Guardian understands the Minor's personal health insurance is the Minor's primary coverage.

Confidentiality: The Parent/Guardian and Minor agree that in the course of the Minor's participation in the Activities, the Minor may have access to personal and/or health care information of other persons. The Parent/Guardian and Minor agree to maintain the confidentiality of such information, to use such information only as necessary to do the job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release: The Parent/Guardian and Minor hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings

Parent/Guardian Initial

of the Minor, including as to the Minor's name, image and voice, made by or on behalf of any of the Released Parties during the Minor's Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. The Parent/Guardian and Minor understand that the Minor will not have any ownership interest in or to such photographs, images and/or recordings, The Minor has not been provided or promised any compensation, and the Parent/Guardian and Minor hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings.

Other: The Parent/Guardian and Minor expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. The Parent/Guardian and Minor further agree that in the event any clause or provision of this Release is held 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 by a Released Party does not prevent the exercise of any other right.

The Parent/Guardian and Minor have carefully considered this decision, the benefits and risks involved and hereby give informed consent for the Minor to participate in all volunteer Activities. The Parent/Guardian and Minor have read and understand this Release and Waiver of Liability, any questions have been answered, and the Parent/Guardian voluntarily agrees to the above provisions. It is the intention of the Parent/Guardian and Minor to bind all heirs, next of kin, assigns and legal representatives.

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must (1) complete the signature section below; and (2) sign one additional form: the "Parental Authorization for Treatment of, and Travel With, a Minor Child" ("Parental Authorization") on the following page. If the minor will be travelling outside the United States, the Parental Authorization must be notarized.

If only one parent or guardian signs these forms on behalf of a Minor, then the undersigned parent or guardian of the Minor hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Minor, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Minor, and any other parent or guardian of the Minor, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

SIGNATURE PAGE FOLLOWS

Parent/Guardian Initial

Name of Volunteer Under 18 Years Old:

Name: _____ Date of Birth: _____

Volunteer Group/Affiliation: _____
_____**SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:**

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor's heirs, next of kin, assigns, and legal representatives.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR VOLUNTEER:

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

Parent/Guardian Initial

PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, 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 Greater Charlottesville Habitat for Humanity 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 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 [insert location], and consent for my minor child to serve as a volunteer with [insert organization], and to help construct houses and participate in other activities on a voluntary basis, without compensation.

1)Parent/Guardian Printed

Witness Printed

X _____
1) Parent or Guardian Signed

X _____
Witness Signed

Date:

2)Parent/Guardian Printed

Witness Printed

X _____
2) Parent or Guardian Signed

X _____
Witness Signed

Date:

(Notarization is needed only for travel outside the United States)

This PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD is 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: _____

Parent/Guardian Initial