



## Adult Volunteer Release and Waiver of Liability

For adult volunteers only; must be at least 18.

PLEASE READ CAREFULLY.

THIS IS A LEGAL DOCUMENT THAT INCLUDES A RELEASE OF LIABILITY AND AFFECTS YOUR LEGAL RIGHTS.

IF YOU ARE NOT COMFORTABLE SIGNING IT OR DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT,  
PLEASE DO NOT SIGN IT AND SIMPLY WITHDRAW YOUR OFFER TO VOLUNTEER

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. Further, 16 and 17 year olds are not permitted to use power tools, and may not participate in excavation, demolition, working on rooftops and similar activities.

This Release and Waiver of Liability (the "Release") is executed on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

I \_\_\_\_\_ (the "Volunteer"), in favor of Pikes Peak Habitat for Humanity, Inc., Habitat for Humanity International, Inc., Pikes Peak Habitat for Humanity ReStore, LLC., any other Habitat for Humanity affiliated organization, and their respective 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; consuming food available or provided; constructing, deconstructing, demolishing and rehabilitating residential buildings; loading and unloading and other construction-related activities.

**Hazardous Nature of the Activities.** I, the Volunteer, understand that the nature of the Activities for which I am volunteering are inherently hazardous and dangerous. I understand that many of the people (whether volunteers, partner families, other individuals, or any of the Released Parties) working near me or on the same job site as me may be negligent or unskilled and untrained for the Activities they may be performing (whether authorized or not) which may expose me to greater risk of loss or injury. I further understand that the tools or equipment which may be used in performing the Activities for which I am volunteering may fail, break, malfunction, wear out or otherwise not perform as anticipated or that the tools or equipment may be used improperly or in a negligent manner by myself or by the people (whether volunteers, partner families, other individuals, or any of the Released Parties) working near me or on the same job site as me, which may expose me to greater risk or loss or injury. These are some, but not all, of the risks inherent in the Activities. A complete list of inherent and other risks is not possible. There are also risks which cannot be anticipated. The risks of loss or injury include very serious injury and even death.

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

\_\_\_\_\_  
Volunteer's initials

1. **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, directly or indirectly, 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, grossly negligent, or willful and wanton 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.

2. **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 or not rendered in connection with my Activities with any of the Released Parties.
3. **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, those Activities described above and that my Activities may expose me to hazardous conditions or situations, including, but not limited to the following: criminal activities; inclement weather; and potential exposure to lead, asbestos and mold.

I HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM IN THE ACTIVITIES, THE HAZARDOUS NATURE OF THE ACTIVITIES, AND THE HAZARDOUS CONDITIONS AND SITUATIONS ASSOCIATED WITH THE ACTIVITIES AND I DO HEREBY 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.

4. **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.
5. **Photographic Release.** I, the Volunteer, do hereby grant and convey unto the Released Parties, 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.
6. **Confidentiality.** As a volunteer of Habitat for Humanity, I may receive personal, privileged and/or confidential information concerning partner families, affiliate issues, personnel, the organization's operations or other individuals and organizations with whom we are associated. I will ensure that this information remains confidential and is not disclosed, whether I am actively engaged in volunteer activities or my volunteer involvement with Habitat for Humanity has ended for any reason. I hereby pledge to keep private and confidential all such information.
7. **My Conduct.** I promise to conduct myself in a safe, courteous, and responsible manner and to follow the instructions of those in control of a job site.

8. **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 of Colorado. 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.

To express my understanding of and agreement with this Release, I have signed below.

If you would like a copy of this Release and Waiver of Liability,  
please make a duplicate before returning the signed original to the PPHFH staff.

**THIS IS A RELEASE AND WAIVER OF LIABILITY**   **THIS IS A RELEASE AND WAIVER OF LIABILITY** 

**Volunteer:** Name (please print):\_

Signature:\_

Date: \_

Address: \_

Phone: (H) \_

\_(C)\_

Email: \_

**EMERGENCY CONTACT INFORMATION**

Name:\_

Relationship:\_

\_

Address:\_

Phone: (H)\_

\_(C)\_

(W)\_

Email:\_

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