



Youth Volunteer Release and Waiver of Liability

For volunteers under 18 years of age; must be signed by Volunteer and Parent(s)/Guardian(s)

PLEASE READ CAREFULLY.

THIS IS A LEGAL DOCUMENT THAT INCLUDES A RELEASE OF LIABILITY AND AFFECTS THE LEGAL RIGHTS OF THE YOUTH VOLUNTEER AND THOSE OF ALL PARENTS/GUARDIANS

Habitat for Humanity attempts to keep clean, safe, healthy, and constructive premises to further its goal of providing reasonably-priced housing to its partner-families. As with any operation that utilizes volunteers, all variables cannot be controlled at all times and training and supervision cannot always be perfect. For these reasons, we ask every Youth Volunteer and each of that Volunteer's Parents and/or Guardians to closely review this Release and Waiver. If, after reviewing it, you decide not to volunteer, or not to allow your child to volunteer, there is no harm or shame in that decision. Simply withdraw your offer to volunteer. If, after careful study of this document, you still wish to volunteer and/or to allow your child to volunteer, please sign this Release and Waiver as indicated and let's get to work!

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____, by _____ (the "Youth Volunteer") and by _____ and _____ the Youth Volunteer's parent(s)/guardian(s) (the "Parent(s)/Guardian(s)") in favor of Pikes Peak Habitat for Humanity, Inc., Habitat for Humanity International, Inc., any other Habitat for Humanity affiliated organization, Pikes Peak Habitat for Humanity ReStore, LLC., and each of their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties"). The Youth Volunteer and the Parent(s)/Guardian(s) are collectively referred to as "We."

I, the Youth Volunteer, want to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). The Parent(s)/Guardian(s) elects to allow and hereby consents to the Youth Volunteer's working as a volunteer for one or more of the Released Parties and engaging in the Activities related to being a volunteer ("Activities"). The Youth Volunteer's participation in the Activities is purely voluntary and without compensation.

Activities. We understand that the Youth Volunteer's 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, and rehabilitating residential buildings; and other construction-related activities.

Hazardous Nature of the Activities. We understand that many of the Activities for which the Youth Volunteer is volunteering are inherently hazardous and dangerous. Particularly, construction sites are hazardous and dangerous premises. We also understand that many of the people (whether volunteers, partner families, other individuals, or any of the Released Parties) working near the Youth Volunteer may be unskilled and untrained for the Activities they may be performing (whether authorized or not), which may expose the Youth Volunteer to greater risk of loss or injury. We further understand that the tools or equipment which may be used in performing the Activities 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 the Youth Volunteer or by the people working near the Youth Volunteer, which may expose the Youth Volunteer to greater risk of loss or injury. Other risks include, without limitation, travel to

Parent(s) initials

Youth initials

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and from the work sites; criminal activities; inclement weather; and potential exposure to lead, asbestos and mold. These are some, but not all, of the risks associated with the Activities. Some risks are inherent and others may be created or increased by other factors including, among other things, the negligence of the Released Parties. 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.

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

- 1. Release and Waiver.** WE, the Youth Volunteer and the Parent(s)/Guardian(s), DO HEREBY RELEASE, WAIVE ALL LIABILITY, AND FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES and their successors and assigns from any and all liability, claims and demands which We or our heirs, assigns, next of kin or legal representatives may have or which may later accrue with respect to any bodily injury, personal injury, illness, death or property damage which arises or may later arise from or is in any way related, directly or indirectly, to the Youth Volunteer's Activities with any of the Released Parties, whether caused wholly or in part by a danger on the premises (whether known or unknown), by the breach of any warranty, 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.
- 2. Assumption of the Risk.** The Youth Volunteer and the Parent(s)/Guardian(s) hereby state their understanding that the Youth Volunteer's Activities may include work that may be hazardous to the Youth Volunteer and may expose the Youth Volunteer to the risk of injury or loss, including, but not limited to, those outlined above in **Activities and Hazardous Nature of the Activities**. Fully aware of those Activities and Hazards THE YOUTH VOLUNTEER AND THE PARENT(S)/GUARDIAN(S) HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY, HARM, AND LOSS IN ANY WAY RELATED TO 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, REGARDLESS OF WHEN THEY BECOME KNOWN.
- 3. Medical Treatment.** We do hereby RELEASE, WAIVE ALL LIABILITY, AND FOREVER DISCHARGE the Released Parties from any claim or action whatsoever which arises or may later arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Youth Volunteer's Activities with any of the Released Parties.
- 4. Insurance.** We 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. We 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.
- 5. Photographic Release.** We 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 the image or voice of the Youth Volunteer, made during 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.** In the course of the Youth Volunteer's Activities, We acknowledge that we 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 Habitat for Humanity is associated. We agree not to disclose this information and to ensure that this information remains confidential, regardless of whether the Youth Volunteer is actively engaged in volunteer activities or the Youth Volunteer's involvement with Habitat for Humanity has ended for any reason. We hereby pledge to keep private and confidential all such information.
- 7. My Conduct.** I, the Youth Volunteer, 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.** The Youth Volunteer and the Parent(s)/Guardian(s) expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado. We further agree that in the event any clause or provision of this

Parent(s) initials

Youth initials

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Release is invalidated by any court, 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, the Released Parties' waiver of a right under this Release in one instance does not prevent the exercise of that right in the future, should the circumstance arise again, or the exercise of any other right available under this Release.

To confirm that We have read and to express our understanding of and agreement with this Release and Waiver of Liability, We have signed below. All available parents and guardians must sign this Release form before it can be accepted. If only one parent or guardian is available to sign this Release, then the undersigned parent or guardian of the Youth Volunteer hereby covenants, warrants, represents and agrees that he or she is executing, and has the authority to execute, this Release on behalf of, and as an agent for, the Youth Volunteer and every other parent or guardian of the Youth Volunteer, and that by executing this Release, the undersigned is binding, and has authority to bind, himself/herself, the Youth Volunteer, and every other parent or guardian of the Youth Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

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

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Youth Volunteer: _____
Printed Name Signature Date

Address: _____

Phone: (H) _____ (C) _____ Email: _____

Parent/Guardian: _____
Printed Name Signature Date

Address: _____

Phone: (H) _____ (W) _____ (C) _____

Email: _____ Relationship: _____

Parent/Guardian: _____
Printed Name Signature Date

Address: _____

Phone: (H) _____ (W) _____ (C) _____

Email: _____ Relationship: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C) _____ (W) _____

Email: _____

Parent(s) initials

Youth initials