

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!

**PIKES PEAK HABITAT FOR HUMANITY
ADULT RELEASE AND WAIVER OF LIABILITY**

Please print your name: _____

(“Volunteer”) _____

Date: _____, 20____

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) is executed on the date above by Volunteer in favor of PIKES PEAK HABITAT FOR HUMANITY, INC. (“PPHFH”), a Colorado nonprofit corporation, HABITAT FOR HUMANITY INTERNATIONAL, INC., a Georgia nonprofit corporation (“HHI”), and collectively with PPHFH, “Habitat”), any other Habitat affiliated organization, their respective directors, officers, employees, and agents, and the successors and assigns of the foregoing (collectively, the “Released Parties”). Volunteer desires to provide services on behalf of PPHFH as a volunteer. Volunteer understands and acknowledges that the services performed by Volunteer, from time to time, may include a broad range of volunteer activities, including but not limited to the construction or rehabilitation of single family or multi-family residential buildings, assisting PPHFH staff at either a PPHFH outlet store, a PPHFH office or at special events or dedications, travel to and from work site locations and for other purposes, as well as the operation of Habitat vehicles (collectively, “Volunteer Services”). As used in this Release, the term “Volunteer Services” is intended to be used in its broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that are performed by Volunteer on behalf of PPHFH. Volunteer acknowledges that if Volunteer does not sign this Release, PPHFH will not permit Volunteer to provide Volunteer Services. Volunteer acknowledges that this Release applies each time that Volunteer provides Volunteer Services.

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

1. Waiver and Release. Volunteer does hereby, for Volunteer and on behalf of Volunteer's spouse, heirs, assigns, next of kin and legal representatives, release and forever discharge and hold harmless the Released Parties from any and all liability, costs, losses, damages, expenses, claims and demands of whatever kind or nature, whether from tort, contract or otherwise, either in law or in equity (collectively, “Claims”), which may hereafter arise, directly or indirectly, from or in connection with Volunteer Services. Volunteer understands that this Release discharges the Released Parties from any Claims that Volunteer, or his or her spouse, heirs, assigns, next of kin or legal representatives may have against the Released Parties arising, directly or indirectly, from or in connection with the Volunteer Services, including, but not limited to any bodily injury, personal injury, illness, loss, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result, directly or indirectly from Volunteer Services, whether caused in whole or in part by the negligence, fault, or misconduct of any of the Released Parties, other Habitat volunteers, or otherwise. Volunteer also understands that Habitat does not assume any responsibility for, or obligation to provide, financial aid or other assistance, including but not limited to, medical, health or disability insurance except as Habitat has specifically disclosed in writing to Volunteer.

2. Medical Treatment. Volunteer acknowledges that the Released Parties assume no responsibility for providing medical care to Volunteer. Notwithstanding the foregoing, in the event that any medical care is provided to Volunteer, Volunteer does hereby, for Volunteer and on behalf of Volunteer's spouse, heirs, assigns, next of kin and legal representatives, release and forever discharge the Released Parties from any Claims whatsoever which may hereafter arise, directly or indirectly, from, or in connection with, any first aid, treatment, transportation, assessment, care or service rendered by any person in connection with Volunteer Services. Volunteer hereby consents to the administration to Volunteer of first aid treatment and over the counter medications and treatments, in accordance with manufacturer labels, whether administered by a Released Party or a third party. Volunteer understands that, in an emergency, the Released Parties may attempt to contact any person listed as an emergency contact in records maintained by PPHFH. If an emergency contact cannot be reached promptly, Volunteer authorizes the Released Parties to act as agent for Volunteer to consent to any examination, testing, imaging, medical, dental or surgical treatment advised for Volunteer by a physician or other licensed healthcare provider. Volunteer also authorizes the Released Parties to transport, or arrange for the transport of, Volunteer as the Released Parties reasonably deem necessary, for the medical treatment of Volunteer.

3. Assumption of Risk. Volunteer acknowledges that there are potential Hazards involved in providing the Volunteer Services and that they could harm Volunteer, may not always be obvious, and cannot be completely anticipated or listed. The term “Hazards” is intended to be used in its broadest sense and includes, but is not limited to, naturally occurring hazards (such as uneven land or inclement weather); man-made hazards (such as uneven concrete or sharp edges on steel); food allergies or contamination; hazards typical for construction sites; exposure to harmful materials (such as lead, asbestos, mold, broken glass, or nails); the operation of vehicles, power tools, hand tools, or equipment (some of which may fail, break, malfunction, wear out, or otherwise not perform as anticipated); working at elevation (such as using a ladder or working on a sloped roof); excavation and working in ditches or holes; people on the same job site who may be working in an unskilled, untrained, improper, or negligent manner; physical labor and the conduct of warehouse operations. Volunteer hereby voluntarily, expressly, knowingly and specifically assumes the risk of injury or harm from all such Hazards and releases, for Volunteer and on behalf of Volunteer's spouse, heirs, assigns, next of kin and legal representatives, the Released Parties from all Claims arising, directly or indirectly, from, or in connection with, Volunteer Services or the Hazards.

4. Insurance. Habitat may elect, in its sole discretion, to provide group accident insurance for special projects. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, Habitat does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for Volunteer. Volunteers are not deemed employees or agents of Habitat and Habitat shall not be responsible for the purchase of worker's compensation insurance.

Volunteer's Initials _____

VOLUNTEER IS EXPECTED AND ENCOURAGED TO HAVE MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. VOLUNTEER EXPRESSLY ACKNOWLEDGES THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY HABITAT TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO VOLUNTEER.

Volunteer understands that Volunteer is, and shall remain, responsible for payment of any hospital, physician, ambulance, dental, medical or other services obtained for Volunteer. Volunteer agrees that the Released Parties do not assume any responsibility for the payment of any such fees or expenses which may be incurred. If Volunteer has health insurance, Volunteer understands that Volunteer's health insurance is his or her primary coverage.

5. Photography. Volunteer does hereby grant and convey unto Habitat all right, title, and interest in and to any and all photographic images and video, audio, or electronic recordings of Volunteer, made by or on behalf of Habitat during Volunteer's performance of the Volunteer Services, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Volunteer understands that: (i) Volunteer will not have any ownership interest in or to such photographs or recordings, (ii) Volunteer has not been provided or promised any compensation for such photographs or recordings, and (iii) Volunteer hereby waives any rights, privileges or claims based on any right of publicity, privacy ownership or any other rights arising, relating to or resulting from such photographs or recordings. Volunteer agrees to not make or transmit any statement, photographic image or recording that is disparaging of or reflects negatively upon Habitat, any other Released Party, any partner family, or any other Habitat volunteer.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the law of the State of Colorado. Volunteer agrees that in the event that any provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release shall continue to be enforceable. Volunteer also agrees that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Release. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right. The provisions of this Release shall be binding on the Volunteer and his or her spouse, next of kin, successors, assigns, employees, legal representatives, heirs, agents, distributees, and transferees. This Release may not be modified or supplemented except by written instrument signed by Volunteer and PPHFH.

7. Volunteer Rules and Procedures. Volunteer acknowledges reading and understanding the Volunteer Rules and Procedures attached hereto and agrees to fully conform to such Rules and Procedures, as well as any instructions from a representative of Habitat, in connection with all Volunteer Services performed by Volunteer.

8. Confidentiality. Volunteer may receive personal, privileged, or confidential information concerning partner families, affiliate issues, personnel, the Habitat's operations, or other individuals and organizations with whom Habitat is associated. Volunteer will ensure that this information remains private and confidential, even after Volunteer's involvement with Habitat has ended. Volunteer has read and understood this Release, had an opportunity to ask questions and obtain satisfactory answers, and voluntarily agrees to the provisions of this Release. It is Volunteer's intent to bind his or her spouse, heirs, next of kin, assigns, and legal representatives to the terms and conditions of this Release.

WARNING

THIS IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. BY SIGNING THIS RELEASE, VOLUNTEER IS GIVING UP RIGHTS HE OR SHE MAY OTHERWISE HAVE.

I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY. I UNDERSTAND THAT IT IS THE INTENTION OF THE RELEASED PARTIES, IN WHICH I CONCUR, TO AVOID ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, TO ME, OR THOSE CLAIMING THROUGH ME, ARISING OUT OF MY PROVISION OF VOLUNTEER SERVICES. I FULLY REALIZE THAT I MAY SUSTAIN UNKNOWN OR UNFORESEEN DAMAGES, INJURIES, LOSSES OR LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM PROVIDING VOLUNTEER SERVICES. BY EXECUTING THIS DOCUMENT, I FULLY INTEND TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL SUCH KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, DAMAGES, INJURIES, LOSSES, OR LIABILITIES.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Signature: _____ Date of Birth: _____

Address: _____

Phone: (H) _____ (W) _____ Email: _____

Emergency Contact Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (W) _____ Email: _____

Volunteer's Initials _____

Volunteer Rules and Procedures

Rules/Procedures Specific to the Construction Site

1. Only persons 16 years of age or older are permitted at the construction site.
2. Only persons 18 years of age or older are permitted to use power tools or work above ground level.
3. Wear sturdy footwear – no open-toed shoes permitted.
4. No running - Be aware of what is going on around you.
5. No working directly below another person. - Know what is going on around you.
6. When lifting heavy materials or moving sheet material on windy days - get help.
7. Before operating any power or air tools please get the tool specific safety and operating instructions from the site manager.
8. Wear safety glasses and hardhats at all times while on the construction site.
9. Knives are sharp! No cutting towards your own or somebody else's fingers or bodies.
10. Ensure ladders are on firm ground and never climb on the last two steps. When using a non-self-supporting ladder use the 4-to-1 rule: For every 4 ft. of height, move the bottom of the ladder 1 ft. from the wall.
11. Don't leave anything on the top of ladders or on stairs.
12. No making improvised ladders or scaffolds.
13. Don't leave nails or screws sticking out of boards.
14. Report any accidents to the site manager immediately and submit paperwork to HR.
15. First aid kits, fire extinguishers, maps to the nearest hospitals and Material Safety Data Sheet notebooks are located on-site.
16. Keep work area clean and safe.

Rules/Procedures Specific to the ReStore

1. Only persons 12 years of age or older are permitted at the ReStore. Ages 12-15 must be accompanied by parent(s).
2. Gloves and safety glass will be available for tasks requiring Personal Protective Equipment (PPE)
3. When moving a refrigerator, have at least two people (one to guide the dolly, a second to help stabilize the appliance).
4. Volunteers are never allowed to operate the forklift.
5. Never climb on top of stacked items.
6. Do not climb on dumpsters when disposing materials
7. Only stack items if they are stable, and stack items so that they do not protrude into the aisles. Do not stack items if they have the possibility of falling over.
8. Keep aisles clear of debris.
9. Clean up all spills as soon as you become aware of them—concrete can be slippery when wet.
10. Clean up broken glass immediately. Be careful and do not use your bare hands.
11. Never let a customer climb up on the shelves, pallet racks, or ladders.
12. Report any accidents to a store manager immediately and submit paperwork to HR.
13. First aid kits, fire extinguishers, maps to the nearest hospitals and Material Safety Data Sheet notebooks are located in the store.
14. Keep work area clean and safe.

Rules/Procedures Specific to the Office

1. Keep your work area clean and orderly. Clean up and put equipment away when finished.
2. Be alert for, and heed, all warning signs and tags.
3. Make sure all fire exits and fire doors are kept clear.
4. Follow safe lifting practices.
5. Report any accidents to HR immediately.
6. First aid kits, fire extinguishers, maps to the nearest hospitals are located throughout the office.
7. Keep work area clean and safe.

Volunteer's Initials _____