



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 executive on this _____ day of _____, 20____, by

_____ (the "Volunteer"), in favor of Northern Ocean Habitat for Humanity, Habitat for Humanity International, Inc., and 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 Northern Ocean Habitat for Humanity offices or Northern Ocean 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.

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.

1214 Route 37 East
Toms River, NJ 08753



Photographic Release. I grant Habitat and Partners full authorization and the absolute right and permission to record my appearance, performance, and voice, and to use, in edited or unedited form, the results and proceeds thereof in connection with the photographing, filming, videotaping, and/or audio taping of my activities with Habitat and Partners. I understand that any photograph, film, video, audio tape, or other recording in which I appear will become the sole property of Habitat and Partners. I grant Habitat and Partners the absolute, worldwide, irrevocable, royalty-free right, in perpetuity, to adapt, annotate, assign, convey, copyright, display, distribute, modify, publish, release, reproduce, sell, transfer, or use photographic reproductions of me, audio reproductions of me, motion pictures of me, and/or video tape pictures of me, in any manner, in any media, including electronic computer media, for in which I may be included in whole, in part, or in composite, in conjunction with my own or any other picture, product, person or reproduction, in color or otherwise, made through any media at the studios of Habitat and Partners or elsewhere, for art, advertising, commerce, business, promotional, or trade or any other lawful purpose whatsoever. I also grant Habitat and Partners all right, title, and interest in any and all royalties, proceeds, or other benefits derived from such photographs, films, videos, audio tapes, or other recordings. I hereby waive any right that I may have to inspect or approve of the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied. I hereby release, discharge and agree to hold harmless Habitat and Partners from any and all liability of any nature or description which arises in connection with any use whatsoever of any image or audio recording of me, whether intentional or otherwise, and from any damage or injury that may result from any type of recording process or other action taken in furtherance of completion of the finished product, unless said use, recording, or other action is solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity. I 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.

Background Check. Northern Ocean Habitat for Humanity screens all potential staff (whether paid or unpaid), board members, applicant families and certain volunteers using the National Sex Offender Registry and a criminal background check. By completing this form you are submitting to such inquiry.

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.

To express my understanding of, and agreement with this Release, I sign here with a witness.

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

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____ Date of Birth: _____

Emergency Contact: Name: _____ Relationship: _____

Phone: (H) _____ (C) _____

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. Also, all parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. 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.

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

Address: _____

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

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

Address: _____

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

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

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

IF APPLICABLE:

School/Organization (no abbreviations please): _____

Host Affiliate Site: _____