

Release and Waiver of Liability

Important: Each volunteer must sign the "Release and Waiver Liability" before working at the Gwinnett Habitat for Humanity ReStore.

READ THIS CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

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

By \_\_\_\_\_ (the "volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Gwinnett County Habitat for Humanity ReStore, LLC. (the "Gwinnett ReStore"), a Georgia nonprofit corporation, a nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The individual desires to volunteer for Gwinnett ReStore and engage in the activities related to being a volunteer for a work project (the "Activities"). The Volunteer understands that the Activities may include constructing, cleaning, loading, lifting and participating at Gwinnett County Habitat for Humanity functions.

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

- 1. **Waiver and Release.** I, the volunteer release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer activities at Habitat. I, the volunteer understand and acknowledge that this Release discharges Habitat from any liability or claim that volunteer may have against Habitat with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation at the Gwinnett ReStore. It is also understood that Habitat does 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. **Insurance.** I, the volunteer understand that I expressly waive any such claim for compensation or liability on the part of Habitat beyond what may be offered freely by the representative of Habitat in the event of such injury or medical expense.
- 3. **Medical Treatment.** I, the volunteer hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Habitat.
- 4. **Assumption of Risk.** I, the volunteer understand that the time with Habitat may include activities that may be hazardous to me including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from work sites. Also I, the volunteer recognize and understand that the time with Habitat may, in some situations, involve inherently dangerous activities. As the volunteer, I hereby expressly assume the risk of injury or harm in these activities and release Habitat from all liability for injury, illness, death or property damage resulting from the activities at Gwinnett ReStore.
- 5. **Photographic Release.** As the volunteer, I grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during my volunteer activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. **Drug Policy.** Gwinnett Co. Habitat for Humanity ReStore maintains a DRUG FREE WORK AREA. No person is allowed on the property, or allowed to work on a Habitat house or other Habitat activities, if they are under the influence of alcohol and/or drugs.
- 7. **Other.** As the volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. I agree that in the event that 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 provisions of this Release, which shall continue to be enforceable.

To express my understanding of this Release, I sign here.

Name of Volunteer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Volunteer \_\_\_\_\_

Street Address \_\_\_\_\_ Phone \_\_\_\_\_

City, State Zip \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Medical Conditions \_\_\_\_\_

Type of Volunteer (circle one): Volunteer Court Ordered Community Service HS Req./Credit College Req./Credit Other

If other please explain \_\_\_\_\_

If volunteer is under 17 years of age, this Release and Waiver of Liability must be signed by a parent or guardian.

Name of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_