

# Minor Release and Waiver of Liability Form (Weatherization)

For volunteers 16 years and older

This Release MUST be signed by the Minor's Parent/Guardian



Please complete the following (Print Clearly):

Last: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I. \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

E-mail \_\_\_\_\_

What group or organization are you volunteering with (if any)? \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

## 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") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a minor child (the "Volunteer"), and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Greenville County, SC Inc., a South Carolina nonprofit corporation, and Furman University and Furman Community Conservation Corps, their directors, officers, employees, and agents (collectively, "Habitat and CCC"). (Note that any additional parent or guardian should sign the Release).

The Volunteer and Guardians desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardians understand that the Activities may include constructing, deconstructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat and CCC.

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

**Release and Waiver.** Volunteer and Guardians do hereby release and forever discharge and hold harmless Habitat and CCC and their 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 Volunteer's Activities with Habitat and CCC.

Volunteer and Guardians understands that this Release discharges Habitat and CCC from any liability or claim that the Volunteer or Guardians may have against Habitat and CCC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat and CCC, Whether caused by the negligence of Habitat and CCC or their officers, directors, employees, or agents or otherwise. Volunteer and Guardians also understands that Habitat and CCC 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 even of injury or illness. It is the policy of Habitat that children under the age of 16 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that while children between the ages of 16 and 18 may be allowed to

participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition, or working on rooftops is not permitted by anyone under the age of 18.

**Medical Treatment.** Volunteer and Guardians do hereby release and forever discharge Habitat and CCC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Habitat and CCC or with the decision by any representative or agent of Habitat and CCC to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk.** The Volunteer and Guardians understands that the Activities include work that may include work that may be hazardous to the Volunteer, including but not limited to construction, deconstruction, loading and unloading, and transportation to and from the work sites.

Volunteer and Guardians hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat and CCC from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Volunteer and Guardians understands that, except as otherwise agreed to by Habitat and CCC in writing; Habitat and CCC do not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

**Photographic Release.** Volunteer and Guardians do hereby grant and convey unto Habitat and CCC all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat and CCC during the Volunteer’s Activities with Habitat and CCC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Volunteer and Guardians expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Volunteer and Guardians agrees 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.

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

Witness: \_\_\_\_\_

Volunteer: \_\_\_\_\_

Witness: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (H) \_\_\_\_\_

Phone: (W) \_\_\_\_\_