

Release and Waiver of Liability for Minors

This release and Waiver of Liability (the "Release") executed on this ____ day of _____ 2012, 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 East Bay Inc., a California nonprofit corporation its directors, officers, employees, and agents (collectively "HEB").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for HEB and engage in the activities related to being a volunteer. The Volunteer and the Guardian understand that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices and living in housing provided for volunteers of HEB. **The Volunteer understands that minors (under 18years) are not allowed to do excavation, demolition, use power tools, do roofing or work at heights above six feet on the construction site.**

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

1. **Waiver and Release.** Volunteer and Guardian do hereby release and forever discharge and hold harmless HEB 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 Volunteer's work for HEB.

Volunteer and Guardian understand that this Release discharges HEB from any liability or claim that the Volunteer or Guardian may have against HEB with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of HEB or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that HEB 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 vent of injury or illness.

2. **Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge HEB from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for HEB or with the decision by any representative or agent of HEB 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.

3. **Assumption of the Risk.** The Volunteer and Guardian understand that the work for HEB may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading and transportation to and from the wok sites.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities of the Volunteer's work for HEB.

4. **Insurance.** The Volunteer and Guardian understand that, except as otherwise agreed to by HEB in writing, HEB does 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.

5. **Photographic Release.** Volunteer and Guardian do hereby grant and convey unto HEB all right, title and interest in any and all photographic images and video or audio recordings made by HEB during the Volunteer's work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **Other.** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer and Guardian agree that in the event that any clause or provision of the 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 Guardian have executed this Release as of the day and year first above written.

Volunteer _____ Witness _____

Parent/Guardian _____ Witness _____

Parent/Guardian _____ Witness _____

Address _____

City/State/Zip code _____

Day Telephone _____

Evening Telephone _____