



2020 Holston Habitat for Humanity, Inc. Release and Waiver of Liability for Minors

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed 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 Holston Habitat for Humanity, Inc., a Tennessee nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer and Guardian 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 Guardian understand that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat office or ReStores, and serving on Habitat committees.

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

Release and Waiver. I understand that volunteering at this time subjects me to risks, including, but not limited to, coming in contact with persons who may have COVID-19 (also known as the corona virus) and/or contracting COVID-19.

Agreement:

- I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will cancel my shift before arriving at a Holston Habitat for Humanity worksite or ReStore.
- I am aware that I must follow the safety and hygiene protocols that have been implemented by Holston Habitat for Humanity and that are posted onsite for my review.
- **I attest that:**
 - I have not traveled internationally in the past 14 days
 - I have not traveled to a highly impacted area within the United States in the past 14 days
 - I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
 - I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities
 - I am following recommended guidelines as much as possible - practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus

I have carefully read, understand and voluntarily sign this document. In signing this document, I fully recognize that if I become sick while I volunteer with Holston Habitat, I will have no right to make a claim, file a lawsuit, or collect damages against Holston Habitat for Humanity.

Volunteer and Guardian do hereby 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 Volunteer's Activities with Habitat.

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

It is the policy of Habitat that children under the age of 14 not be allowed on a Habitat worksite while construction is in progress. It is further the policy of Habitat that, while children between the ages of 16 and 17 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 Guardian do hereby release and forever discharge Habitat 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.

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

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. Holston Habitat maintains Volunteer Accident Medical Insurance which provides excess coverage on uninsured medical expenses. The Volunteer and Guardian understand that Habitat does not carry or maintain any additional 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 Guardian do hereby 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 the Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

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 Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Volunteer and Guardian 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.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the day and year written below.

Volunteer Name: _____
(Please Print)

Group Affiliation (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ DOB: (MM/DD/YYYY) _____

E-mail Address: _____

Emergency Contact: _____ Phone: _____

Parent/Guardian Signature: _____ Date: _____

Witness: _____ Date: _____
(Signature of Witness) (Waiver valid 12 months from this date)