

# Habitat for Humanity--DeKalb, Inc

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It is the policy of Habitat for Humanity International that children under the age of 14 are not allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that children ages 14 and 15 can do limited work: painting, landscaping, but should not be on the site during heavy construction. Children ages 16 and 17, can do general construction and carpentry, but cannot do excavation, demolition, use power tools, work at heights above 6 feet, or do roofing. Minors (under 18) must fill out, and have a parent sign, this Minor Waiver before they can work on site.

## Release and Waiver of Liability for Minors

This release and Waiver of Liability (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_ 2008, 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 - DeKalb Inc., a Georgia nonprofit corporation its directors, officers, employees, and agents (collectively "HFHD").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for HFHD 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.

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 HFHD 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 HFHD.

Volunteer and Guardian understand that this Release discharges HFHD from any liability or claim that the Volunteer or Guardian may have against HFHD 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 HFHD or its officers, directors, employees, or agents or otherwise.

Volunteer and Guardian also understand that HFHD 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 HFHD 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 HFHD or with the decision by any representative or agent of HFHD 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 HFHD 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 work sites. Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities of the Volunteer's work for HFHD.

4. Insurance. The Volunteer and Guardian understand that, except as otherwise agreed to by HFHD in writing, HFHD 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 HFHD all right, title and interest in any and all photographic images and video or audio recordings made by HFHD 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 Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. 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.

Witness: (Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

Volunteer: (Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

Parent/Guardian: (Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_