

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 on this ____ day of _____, 20____, by _____, a minor child (the "Volunteer") and _____ and _____, the parents having legal custody and/or the legal guardians of the volunteer (the "Guardians"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Helena Area Habitat for Humanity, a Montana nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat"). [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 visiting construction sites, constructing and rehabilitating residential buildings, working in the Habitat offices, or Habitat ReStore and living in housing provided for volunteers of Habitat. It is the policy of Habitat that children under the age of 14 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 14 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.

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

ASSUMPTION OF THE RISK. The Volunteer and Guardians understand that the Activities include work that may be hazardous to the Volunteer, including, but not limited to: construction, loading and unloading of tools and building materials, and transportation to and from the work sites. The Volunteer and Guardians understand that Habitat makes available a variety of Activities and Volunteer is not required to perform any Activity that he/she or Guardians deem too dangerous or are otherwise unwilling or unable to perform. The Volunteer and Guardians hereby expressly and specifically assume the risk of injury or harm in the Activities.

RELEASE AND WAIVER Volunteer and Guardians 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.

MEDICAL TREATMENT. Volunteer and Guardians 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 or with the decision by any representative or agent of Habitat 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.

PHOTOGRAPHIC RELEASE. Volunteer and Guardians understand that Habitat and others occasionally take photographs and make video or audio recordings for promotional purposes. Volunteer and Guardians 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 Guardians expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Montana, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Montana. Volunteer and Guardians 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.

Volunteer and Guardians have carefully reviewed each of the sections above, and fully understand the agreements contained therein. Volunteer and Guardians have had the opportunity to consider the agreements and ask questions. Volunteer and Guardians freely enter into this agreement and Volunteer and Guardians Volunteer engages in the Activities upon these terms.

Volunteer and Guardians understand that by signing this agreement, Volunteer and Guardians are releasing Habitat from any and all liability and legal responsibility for injury, damage or death connected in any way with Volunteer's participation in the Activities, and Volunteer and Guardians agree not to initiate any legal action against Habitat for personal injury, damage or death. Volunteer and Guardians understand that this release is also binding on Volunteer's personal representatives, heirs, executors, administrators, successors and assigns and any guardian that may be appointed for Volunteer in the future.

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

Witness: _____ Volunteer: _____

Witness: _____ Parent/Guardian: _____

Witness: _____ Parent/Guardian: _____

Address: _____

Phone (H): _____

(W): _____

IN CASE OF EMERGENCY:

Please Contact: _____

Phone Number (Home): _____ **(Work):** _____

Relationship: _____

Second Person to Contact: _____

Phone Number (Home): _____ **(Work):** _____

Relationship: _____

Youth Information:

Name: _____ Age: _____

Church, Service Group, or Company you are volunteering with: _____