EQUAL HOUSING OPPORTUNITY

Habitat for Humanity® of Williamson County

RELEASE AND WAIVER OF LIABILITY FOR MINORS (UNDER 18)

This Release and Waiver of Liability (the "**Release**") executed _____, by _____, a minor child
(**today's date**) (the "**Volunteer**" **print only**)
and _____, the parent having legal custody and/or the legal guardian of the volunteer, in favor of Habitat for Humanity
(the "**Guardian**" **print only**)
International, Inc., a non-profit corporation, and Habitat for Humanity of Williamson County, a Tennessee non-profit 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 the Guardian understand that the Activities may include constructing and rehabilitating residential lots and buildings and working in the Habitat offices and ReStore.

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

1. **Release and Waiver.** 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, financial 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 sixteen (16) not be allowed on a Habitat work site while there is construction in progress. It is further the policy of Habitat that, while children between the ages of sixteen (16) and eighteen (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 eighteen (18.)

2. **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 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.

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

   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, financial or property damage resulting from the Activities.

4. **Insurance.** The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat, in writing, Habitat 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 Habitat all rights, 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.

6. **Personal Property.** Volunteer understands that any or all personal property damaged or lost is not the responsibility of Habitat for Humanity of Williamson County

7. **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 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 has executed this Release as of the day and year first above written. By signing this waiver, the volunteer affirms that they are at least sixteen (16) years old.

_____	_____	_____
GUARDIAN Signature	Guardian's Emergency Phone	Volunteer Email Address
_____	_____	_____
VOLUNTEER Signature	Volunteer Address	City, State, Zip

_____
Today's Date

Revised August 2009