



Shop * Donate * Volunteer



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Release and Waiver of Liability

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 _____ (the "Volunteer") in favor of Pomona Valley Habitat for Humanity, Incorporated, a California nonprofit corporation, Habitat for Humanity International, Incorporated, and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers, and agents (collectively, "the released parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: constructing and rehabilitating residential buildings or other construction-related activities; working in Pomona Valley Habitat for Humanity offices; working in Pomona Valley Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; or living in housing provided for volunteers.

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

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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, illness, death or property damage.

It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

PVH082011

Medical Treatment, continued:

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent

of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

Insurance. I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

Photographic Release. I, the Volunteer, do hereby grant and convey unto Pomona Valley Habitat for Humanity, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

Other. I, the Volunteer, 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 in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here with a witness.

Volunteer: Name (please print): _____ Volunteer Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____ Date of Birth: _____ * See Below

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

***If Under 18 Volunteer a Parent/Guardian must sign and complete the Minor Attachment Form**

Parent/Guardian: Name (please print): _____ Cell _____

Parent/Guardian Signature: _____ Date _____

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Release and Waiver of Liability – Minor Attachment

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Minor Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Minor Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the minor Volunteer, and any other parent or guardian of the minor Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

Under 18 Volunteer Name: (please print): _____

I, _____, am the parent or legal guardian having custody of _____, a minor child. As such parent or legal guardian, I hereby authorize a duly authorized agent of Pomona Valley Habitat for Humanity, Inc., to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, _____, concerning my minor child's emergency medical treatment, which may need to be rendered to my minor child on the advice of any physician or surgeon licensed to practice in the State of California in which treatment is sought. I hereby authorize and consent for my minor child to serve as a volunteer with Pomona Valley Habitat for Humanity, Incorporated, and to help construct or rehabilitate houses; work in the ReStore operations; work in the offices and participate in other activities on a voluntary basis, without compensation.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

IF APPLICABLE:

School/Organization: _____ **Host Affiliate Site:** _____

Abbreviations please

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