

## Release and Waiver of Liability

# FOR ADULTS

### Erath County Habitat for Humanity, Inc.

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,

*(Please Print Name Clearly)*

(the "Volunteer") in favor of Erath County Habitat for Humanity, Inc. a Texas nonprofit corporation, its directors, officers, employees and agents (collectively hereinafter called, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer understands that the activities may be included constructing and rehabilitating buildings, working in the Habitat offices and living in housing provided for volunteers of Habitat.

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

1. **Waiver and Release.** Volunteer does 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 work for Habitat.

Volunteer understands and acknowledges that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat 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 habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands that, except as otherwise agreed to by Habitat in writing, 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.

2. **Medical Treatment.** Except as otherwise agreed to by habitat in writing, Volunteer does hereby release and forever discharge Habitat 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 Habitat.

3. **Assumption of Risk.** The Volunteer understands that the work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction,

loading and unloading and transporting to and from the work sites. In connection thereto, Volunteer recognizes and understands that activities at Habitat may, in some situations, involved inherently dangerous activities.

**4. Insurance. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance.**

**5. Photographic Release.** Volunteer does hereby grant and convey Habitat all right, title and interest in any and all photographic images and video or audio recordings made by Habitat 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 expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or 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.

Volunteer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (Cell): \_\_\_\_\_

(Other): \_\_\_\_\_

Witness: \_\_\_\_\_