

Habitat for Humanity Huron Valley
RELEASE AND WAIVER OF LIABILITY

This **Release and Waiver of Liability** (the "Release"), is executed _____, 2010, by _____, (the "Volunteer") in favor of Habitat for Humanity of Huron Valley, Inc., a not-for-profit Michigan corporation ("Habitat"), its directors, officers, employees, and agents.

The Volunteer desires to participate in Habitat's home building program ("Building Program") ReStore operation , or Business Offices which the Volunteer understands may include constructing residential buildings, going to and from work locations, pick up donations and consuming food donated for the work.

The Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

- 1. Waiver and Release.** Volunteer releases and holds harmless Habitat, its successors and assigns, from liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise from Volunteer's participation in the Habitat Programs. By signing this, Volunteer discharges Habitat from any liability or claim that Volunteer may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in various Habitat Programs. Volunteer also understands 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.
- 2. Medical Treatment and Insurance.** Volunteer releases and forever discharges Habitat from any claim whatsoever which arises now or later on account of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Habitat Programs. Volunteer understands that Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to have medical or health insurance coverage in effect while participating in the Habitat Programs.**
- 3. Assumption of the Risk.** The Volunteer understands that the Habitat Programs may include activities that may be hazardous to the Volunteer and that the food may be donated to Habitat and beyond the control of Habitat. Volunteer assumes the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in the Building Program.
- 4. Photographic Release.** Volunteer grants Habitat all right, title, and interest in photographic images and recordings made by Habitat during the Habitat Programs, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 5. Confidentiality.** The Volunteer understands and agrees that any personal, confidential and/or proprietary information (the "Confidential Information") learned in the process of volunteering for Habitat is to be considered confidential and proprietary and shall hold the same in confidence, shall not use, disclose, publish or otherwise reveal any Confidential Information except with the specific prior written authorization of the individual disclosing the information.
- 6. Other.** This release is intended to be as inclusive as the laws of Michigan permit and that it shall be governed by the laws of Michigan. Volunteer agrees that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

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

Witness:

Volunteer:

Sign: _____

Sign: _____

Print: _____

Print: _____

Address: _____

Phone: (home) _____

(work) _____

Email Address: _____