Release and Waiver of Liability - Minor

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 ________________________________, a minor child (the “Volunteer”), and ________________________________, the parent having legal custody and/or the legal guardian of the volunteer (“Guardian”) in favor of Habitat for Humanity of Monroe County, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the “Released Parties”).

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

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

Release and Waiver. We, the Volunteer and Guardian, 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 we or our 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 the Volunteer’s 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.

We understand and acknowledge that by this Release we knowingly assume the risk of injury, harm and loss associated with the Activities. We 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. We, the Volunteer and Guardian, 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.

We, the Volunteer and Guardian, understand that in the event of an emergency, the Released Parties will contact emergency services for the Volunteer, but under no circumstances will any of the Released Parties make any medical decisions for the Volunteer’s medical treatment.

Assumption of the Risk. We, the Volunteer and Guardian, understand that the Volunteer’s Activities may include work that may be hazardous to the Volunteer, 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 the Volunteer does not wear protective equipment, is exposed for extended periods of time, or has a pre-existing immune system deficiency.

We, the Volunteer and Guardian, also understand that: (1) there is some inherent risk in consuming local foods and foods prepared and served by volunteers; (2) the Volunteer assumes all risk of injury or harm from food provided
during Activities; and (3) the Volunteer is solely responsible for protecting himself or herself from any known or unknown food allergies.

We 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. We, the Volunteer and Guardian, 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. We, the Volunteer and Guardian, do hereby grant and convey unto Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including the Volunteer’s image or voice, made by any of the Released Parties during the Volunteer’s 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. We, the Volunteer and Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Indiana. We further agree 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.

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<th>Appointment of Healthcare Representative</th>
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Pursuant to Indiana Code 16·36·1·5 and 16·36·1·6, if I, as the Guardian, am unable to consent to medical procedures for _______________________, I delegate my authority to consent to necessary (Name of Minor Volunteer)

and emergency medical procedures for _______________________. (Name of Minor Volunteer)

to ______________________, who may be reached at ______________________. (Name of Appointed Representative) (Cell Phone)
or ______________________ and who resides at ______________________. (Alternative Phone) (Address of Appointed Representative)

If only one parent or guardian executes this Release and Appointment of a Healthcare Representative, then the undersigned parent or guardian hereby covenants, warrants, represents and agrees that he or she executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing the Release and Appointment of a Healthcare Representative, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to the Release and Appointment of a Healthcare Representative.
To express my understanding of and agreement with this Release and Appointment of a Healthcare Representative, I sign here with a witness.

**Volunteer:** Name (please print): ______________________ Signature: ______________________
Address: ____________________________________________________________
Phone: (H) ___________ (C) ___________ E-mail: ___________ Date of Birth: ___________

**Parent/Guardian:** Name (please print): ______________________ Signature: ______________________
Address: ____________________________________________________________
Phone: (H) ___________ (C) ___________ E-mail: ___________ Date of Birth: ___________

**Witness:** Name (please print): ______________________ Signature: ______________________

**Parent/Guardian:** Name (please print): ______________________ Signature: ______________________
Address: ____________________________________________________________
Phone: (H) ___________ (C) ___________ E-mail: ___________ Date of Birth: ___________

**IF APPLICABLE:**

☐ School/Organization (no abbreviations please): __________________________________________

☐ Host Affiliate site: _____________________________________________________________