



## 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

**(PRINT VOLUNTEER NAME):** \_\_\_\_\_

in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Roane County Habitat for Humanity, Inc., a Tennessee nonprofit corporation, their directors, officers, employees, contractors, volunteers, and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities include, but are not limited to, constructing residential buildings, working in the office, working in the Thrift Store, and related activities.

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

**Release and Waiver.** 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 Activities with Habitat. Volunteer understands 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 Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, agents, contractors, volunteers or otherwise.

**Insurance.** Volunteer also understands that, in the event of injury incurred while engaged in Habitat Activities as a Volunteer, Volunteer's insurance, if any, shall be primary and Habitat's insurance shall be secondary. Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteers including, but not limited to, secondary medical, health, or disability insurance in excess of what it currently provides.

**Medical Treatment.** Volunteer does 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.

**Assumption of the Risk.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer including, but not limited to, construction, lifting, using tools and equipment, handling and installing materials, being on the job site, loading and unloading, and transportation between work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

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

**Photographic Release.** Volunteer does hereby grant and convey unto Habitat all right, 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.

**Other.** Volunteer expressly agrees 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. Any injury claims made by Volunteer against Habitat shall be filed in Roane County. 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.

**Volunteer has executed this Release as of the day and year first above written.**

**VOLUNTEER SIGNATURE:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_ (required if volunteer is age 16-18)

**EMAIL ADDRESS:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE (H):** \_\_\_\_\_

**PHONE (W/Cell):** \_\_\_\_\_

Roane County Habitat for Humanity will never share your email address. May we contact you by email regarding the latest Habitat news and events?  Yes  No

**EMERGENCY CONTACT NAME:** \_\_\_\_\_ **EMERGENCY CONTACT PHONE:** \_\_\_\_\_

*Note: You are required to follow all safety procedures as prescribed. Habitat recommends the use of hard shoes and ear protection and requires the use of safety eye glasses when performing certain functions and when using equipment. You are required to wear a hard hat whenever construction work is being done overhead.*



## SAFETY POLICY

### **Work Day Preparation**

- Prior to the arrival of volunteers, the Construction Director or crew leader will check the site to ensure it is free of hazard or debris.
- The condition of all tools and equipment will be checked. Any tools and equipment that are not in good condition will not be used. The Construction Director should be notified of any repairs needed.
- No work will begin until a safety meeting is held with all present. This will include an explanation of the scope of the day's project, tools that will be used and how to use them properly, what safety equipment is on site and where it is located and any other applicable safety measures for the day, i.e. proper lifting.
- A well-stocked first aid kit will be on site.
- The construction manager or crew leader will mark off or cover any holes or ditches.
- Any volunteers trained in CPR and/or first aid will be acknowledged at the morning meeting.

### **General Safety Guidelines**

- Hard hats will be worn if anyone is working overhead or if there are any other overhead hazards.
- No open-toe shoes or sandals are allowed on the construction site.
- Safety glasses will also be available. It is strongly suggested that these be worn during the framing process or when working with any woodworking tools. Safety glasses must be worn when using power tools. (i.e. saws, nail guns, drills)
- Hearing protection will be available and should be worn if noise is more than normal talking levels.
- Particle masks will be available and must be worn when installing fiberglass insulation.
- Gloves will be available and wearing them is strongly suggested when handling wood, insulation or other harsh materials.
- Do not handle any tool that you have not been trained to use.
- No tool should be used if the safety guard or devices are not functioning.
- Do not use tools with taped or frayed extension cords or with the grounding prong broken off.
- The Construction Director or crew leader must inspect any tools that are brought by volunteers prior to their use.
- All nails should be removed from any braces prior to setting them aside.
- If you are not able to have both hands on the rails when climbing the ladder, you must have someone steadying it.
- You should not climb a ladder or be on the roof if you are afraid of heights.
- Use proper lifting techniques when lifting anything heavy or have a partner to help.
- Make sure there is proper ventilation when painting is being done.
- All tools and safety equipment must be returned to the designated area when not in use.
- The workplace should be kept clean and free of clutter at all times. Scrap materials must stay picked up and tools must be stored in the proper location.
- No volunteer should leave the site without straightening up his or her area.
- No horseplay.

No one under 16 is allowed on the construction site, without prior approval.

I have read and understand the safety guidelines listed above.

Signed:

Date: