

**HABITAT FOR HUMANITY OF GRAYS HARBOR**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**  
**Please Read Carefully: This is a legal document that affects your legal rights**  
**Construction site laborers must be 16 years old or older.**

This Release and Waiver of Liability (the "Release") executed on today's date \_\_\_\_\_  
(month) (day) (year)

by \_\_\_\_\_, an **ADULT** (the "Volunteer"), or

by \_\_\_\_\_, a **MINOR CHILD** (the "Volunteer") and \_\_\_\_\_,  
(Volunteer's name - **PRINT**) (Guardian's name - **PRINT**)  
the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"),

The Volunteer and/or Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to be a volunteer. The Volunteer and/or the Guardian understand that the activities may include constructing and rehabilitating residential buildings, off site special events, working in the Habitat offices and store and/or living in housing provided for volunteers of Habitat.

Safety Training: Recommended safety training is accessible to all volunteers. The Safety Training course is available on our web site and volunteer scheduling calendar. They can be completed from our office.

Photographic Release. Volunteer and/or Guardian do hereby: consent that their photograph may be taken or their image digitally recorded while engaged in work for Habitat and do 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 work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. In consideration for receiving permission to participate as a volunteer with Habitat for Humanity of Grays Harbor, Habitat's construction department, and the Habitat Store,

I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE**, Habitat for Humanity, Habitat for Humanity of Grays Harbor, including, without limitation, its officers, directors, agents, servants, volunteers, and employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

I am fully aware of the unusual risks involved and hazards connected with participating as a volunteer with Habitat for Humanity, including, but not limited to, serious injury or even death. I hereby elect to participate as a volunteer with full knowledge that such participation may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage of property owned by me, as a result of my volunteering, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PARTICIPANT**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation as a volunteer and consents for Habitat for Humanity of Grays Harbor to seek reasonable and necessary medical treatment for the Participant and agrees to be responsible for any cost of such treatment.  
\_\_\_\_\_  
Parent/Guardian Signature Date

**EMERGENCY CONTACT:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

Habitat Staff Person Signature \_\_\_\_\_ Date: \_\_\_\_\_