



Habitat for Humanity of Sonoma County
3273 Airway Dr, Suite E
Santa Rosa, CA 95403
707-578-7707 fax 707-5787706

Release and Waiver of Liability

For Minors

This Release and Waiver of Liability (the "Release") 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 (the "Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation and Habitat for Humanity of Sonoma County, a California nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardian understand that the Activities may include constructing and rehabilitating residential buildings, and working in the Habitat offices.

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

1. RELEASE AND WAIVER. Volunteer and Guardian do 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 and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian 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, or agents or otherwise. Volunteer and Guardian also understand 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 in the event of injury or illness.

It is the policy of Habitat that children under the age of 14 not be allowed on an Habitat worksite while there is construction in progress. It is further the policy of Habitat that , while children between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

Civil Code § 1542 Waiver. Volunteer hereby acknowledges that there is a risk that subsequent to the execution of this Release, he or she may incur, suffer, or sustain injury, loss, damage, expenses, or any of these, which are in some way caused by and/or connected with the persons, entities and/or matters released herein, or which are unknown and unanticipated at the time this Release is signed, and/or which are not presently capable of being ascertained. Volunteer further acknowledges that there is a risk that such damages as are known may become more serious than they now suspect. Nevertheless, Volunteer acknowledges that this Release has been negotiated and agreed upon with full knowledge of those risks, and hereby expressly waives all rights they now have or may in the future have in such unknown or unsuspected claims. In so doing, Volunteer acknowledges that he or she has had the opportunity to consult counsel, and has been advised of, understands, and knowingly and specifically waives his or her rights under California Civil Code § 1542, which Civil Code section provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor.

2. **MEDICAL TREATMENT.** Volunteer and Guardian do 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 or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

3. **ASSUMPTION OF THE RISK.** The Volunteer and Guardian understand that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **INSURANCE.** The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, or disability Insurance coverage for any Volunteer.

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

5. **PHOTOGRAPHIC RELEASE.** Volunteer and Guardian 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, or any third party, during the Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. OTHER. Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive, as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that in the event that any clause or provision of the Release shall be held 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.

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

Volunteer _____

Witness _____

Parent/Guardian _____

Witness _____

Parent/Guardian _____

Address _____

Phone (H) _____

Email: _____