



RELEASE AND WAIVER OF LIABILITY

Please Read Carefully: This Is a Legal Document That Affects Your Rights!

This Release and Waiver of Liability (the “Release”) executed on this _____ (#) day of _____ 20____, by _____ (the “Volunteer”) in favor of Habitat for Humanity International Inc., Tompkins Cortland Habitat for Humanity, Inc., Habitat for Humanity at Cornell, and Cornell University, their trustees, directors, officers, employees, and agents (collectively, “Habitat”, excluding Cornell University). 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 may include construction and rehabilitating residential buildings, working in the Habitat offices, participating in Habitat-sponsored events, and living in housing provided for volunteers by Habitat.

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 Cornell University and Habitat, 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 Cornell University or Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer’s Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents, or otherwise. Volunteer also understands that neither Cornell University or Habitat 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.

Medical Treatment: Volunteer does hereby release and forever discharge Cornell University and 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 includes 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 hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Cornell University and Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, or disability insurance for any Volunteer. Volunteer Accident Insurance is provided and is a medical insurance policy, which covers accidents involving volunteers on the work site or in other supervised events. Volunteer Accident Insurance pays after the Volunteer’s insurance pays. If the Volunteer has no insurance, the policy pays up to the limits of coverage a volunteer (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 rights, 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 New York and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. 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.

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

Volunteer: _____ **Parent (under 18):** _____

Witness: _____ **Witness:** _____

Address: _____

Phone (H): _____

In case of emergency, please contact:

Name: _____

Relation: _____

Address: _____

Phone: _____

Allergies: _____

Medication being taken: _____

Date of last Tetanus shot: _____

Personal Physician: _____

Thank you for taking the time to fill out this important form. It is for your safety during this special event. We are very grateful to have such wonderful volunteers making dreams come true for future Habitat families.