

Habitat for Humanity Huron Valley
RELEASE AND WAIVER OF LIABILITY

This **Release and Waiver of Liability** (the "Release"), is executed on the date below and by the individual executing this form and on behalf of that individual's heirs, next of kin, assigns, and legal representatives (the "Volunteer") in favor of Habitat for Humanity of Huron Valley, Inc., a not-for-profit Michigan corporation, its directors, officers, employees, volunteers, agents, successors, assigns, donors, and volunteers ("Habitat").

The Volunteer desires to participate in Habitat's home building program, ReStore operation, or Business Offices which the Volunteer understands may include constructing and rehabilitating residential buildings, going to and from work locations, picking up donations and consuming food donated for the work. The Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

- 1. Waiver and Release.** Volunteer releases and holds harmless the Released Parties from claims, and demands of whatever kind or nature, either in law or in equity, which arise from Volunteer's participation in the Habitat Programs. By signing this, Volunteer discharges Habitat from any liability or claim that Volunteer may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in various Habitat Programs, unless caused by the gross negligence or intentional act of Habitat. Volunteer also understands 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.
- 2. Medical Treatment and Insurance.** Volunteer releases and forever discharges the Released Parties from any claim whatsoever which arises now or later on account of any first aid, treatment, arrangement of transportation for medical services, or service rendered in connection with the Volunteer's participation in the Habitat Programs or Habitat's administration of basic first aid or in responding to any medical emergency. Volunteer understands that Habitat and the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to have medical, health, or disability insurance coverage in effect while participating in the Habitat Programs.**
- 3. Assumption of the Risk.** The Volunteer understands that the Habitat Programs may include activities that may be hazardous to the Volunteer and that the food may be donated to Habitat and beyond the control of Habitat. Such hazards may include, but is not limited to, exposure to lead, asbestos, and mold. Volunteer assumes the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in the Habitat Programs.
- 4. Photographic Release.** Volunteer grants Habitat all right, title, and interest in photographic images and recordings made by Habitat during the Habitat Programs, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 5. Confidentiality.** The Volunteer understands and agrees that any personal, confidential and/or proprietary information (the "Confidential Information") learned in the process of volunteering for Habitat is to be considered confidential and proprietary and shall hold the same in confidence, shall not use, disclose, publish or otherwise reveal any Confidential Information except with the specific prior written authorization of the individual disclosing the information.
- 6. Other.** This release is intended to be as inclusive as the laws of Michigan permit and that it shall be governed by the laws of Michigan. Volunteer agrees that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.
- 7. COVID-19.** Habitat has taken precautions to prevent the spread of COVID-19 on our worksites. Even with health and safety precautions in place, Volunteers may be exposed to COVID-19 by any individual who is on or near the worksite. Volunteers are required to complete a health certification form and may be required to undergo a temperature screening (subject to availability). Volunteer waives any claim to privacy under any

federal or state law related to the Volunteer's health information. Volunteer is under no obligation to remain on the worksite at any time. Volunteer agrees that if Volunteer tests positive for COVID-19 shortly after volunteering with Habitat and Volunteer could have exposed anyone on the worksite, Volunteer will notify Habitat. Volunteer acknowledges and understands that exposure to COVID-19 could result in serious illness, hospitalization, and even death or could result in the Volunteer unknowingly spreading COVID-19 to other people you may come into contact with. In addition to the other releases, hold harmless, and discharge terms listed in this agreement, Volunteer releases and forever discharges the Released Parties from any claim whatsoever which arises now or later on account of any COVID-19 related illness or claim for privacy related to any health information provided by Volunteer to Habitat. Volunteer knowingly assumes this risk, in addition to the other risks listed in this Agreement. **Each Volunteer is expected and encouraged to have medical, health, or disability insurance coverage in effect while participating in the Habitat Programs. Volunteers who are considered vulnerable to COVID-19 should carefully consider their exposure risk before volunteering on a Habitat worksite.**

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

Sign: _____ Date: _____

Print: _____

Address: _____

Cell/Home No.: _____

Work No.: _____

Email Address: _____

Emergency Contact:

Name: _____

Relationship: _____

Cell Phone: _____

Address: _____

City/State _____