

# Release and Waiver of Liability for Minors

## PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is 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 Upper Valley Habitat for Humanity Inc., a Vermont nonprofit corporation, its 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 Volunteer and the Guardian understand that the activities may include constructing and rehabilitating residential or community purpose 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. **WAIVER AND RELEASE.** 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 work for 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 work for 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.

2. **MEDICAL TREATMENT.** VOLUNTEER and Guardian do hereby release and forever discharge Habitat from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for 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 work for Habitat may include activities 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 these activities and release Habitat from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for Habitat.

4. **I N S U R A N C E .** 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 during the Volunteer 's work for 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 Vermont, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Vermont. Volunteer and Guardian agree 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 o t h e rwise 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 w r i t t e n .

Witness: \_\_\_\_\_ V o l u n t e e r \_\_\_\_\_

P a r e n t / G u a r d i a n \_\_\_\_\_

A d d r e s s : \_\_\_\_\_

\_\_\_\_\_

Phone: (H) \_\_\_\_\_

( W ) \_\_\_\_\_

**Age Restrictions for Minors:**

Construction sites are hazardous.

People under the age of 14 cannot be allowed on any Habitat worksite.

People 14 or 15 years old can paint or landscape, but are not allowed on site while other construction is going on.

People 16 or 17 may participate in construction work, but cannot use power tools, perform excavation or demolition, work on rooftops or at heights above 6 feet.

People 18 or over can perform all of the normal construction activities.