

**\*\*\* Please Read Carefully: This legal document affects your legal rights. \*\*\***

Name: \_\_\_\_\_  
(First) (Middle Initial) (Last) Spouse if applicable

Address: \_\_\_\_\_  
(City) (State) (Zip)

Home Phone: ( ) \_\_\_\_\_ Work Phone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ CellPhone# \_\_\_\_\_ (Date of Birth) \_\_\_\_\_

Employer or School and address: \_\_\_\_\_

Employment Position or Grade in School: \_\_\_\_\_

## Release and Waiver of Legal Liability

**This is a two-sided document. Be sure to read & sign both sides before signing it.**

**THIS IS YOUR RELEASE AND WAIVER OF LIABILITY** (the "Release"). You release PATERSON HABITAT FOR HUMANITY, INC., its directors, officers, employees, agents, and/or others acting on its behalf (collectively, "Habitat") as set out in this writing. **You agree that this Release is effective immediately.**

**This is important to you, so do not sign this until you have had your questions answered. If you wish to know more about possible dangers and risks read the reverse side of this Release or ask the Habitat volunteer who is managing the work for further explanation before signing this release.** You provide this Release freely, and without duress, under the following terms:

- 1) **GENERAL RELEASE:** I hereby release and hold Habitat harmless from all claims that I may have arising from activities that I may be involved in with Habitat. I am providing this Release and Waiver of liability to Habitat so that I may be allowed to participate as a Habitat volunteer. *For fuller explanation, see the reverse side of this page.*
- 2) **ASSUMPTION OF RISKS:** I hereby expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from my activities as a Volunteer while working for Habitat. **You assume the risks:** I understand that Habitat activities, particularly those involving construction, are dangerous activities. While Habitat takes all steps it can to maintain safety, I agree that I am not relying upon Habitat to do so. **Once you sign, you are saying that you understand the risk involved and accept all of the risks.** *If you do not understand this, see the reverse side or ask us questions before signing this Release.*
- 3) **MEDICAL RELEASE :** I hereby release Habitat from any claim whatsoever which may arise as a result of any first aid, treatment, or service or assistance provided to me in connection with any injury that arises from my work for Habitat.
  - a) I take full responsibility for my welfare and safety on the job site.
  - b) I hereby give permission for emergency medical treatment to be administered as deemed appropriate.

**Below is specific medical information that may be needed in order to safely administer emergency medical treatment.**

In case of an emergency contact #: \_\_\_\_\_ Doctor# \_\_\_\_\_  
(Optional)

4) **INSURANCE:** **YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE.** You should understand that Habitat may not carry sufficient insurance to cover injuries and losses that may befall you while you act as a Volunteer. I am not relying upon Habitat to maintain insurance coverage should I be injured.

5) **PHOTOGRAPHIC RELEASE:** I consent to be photographed and to allow Habitat's use of any photos of me as it alone shall decide and at its sole discretion. *If you do not give your release, you must avoid being photographed. See reverse side.*

**Having read, understood, and agreed with these terms, I have executed this Release, to be effective immediately on this day:**

Volunteer Signature: \_\_\_\_\_

Witness (Parent or Guardian) if Volunteer is under 18: \_\_\_\_\_

Date: \_\_\_\_\_

**This page is part of your release. It elaborates on the release made on page one.**

**It's important to you. Please read it.**

1) **Waiver and Release.** ***Your Release is complete and forever.*** It forever discharges and holds harmless 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 arrive from your activities as a volunteer for Habitat.

- **Your Release is complete.** It discharges Habitat from ***any liability*** or claim that the you may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from your Habitat activities. Such claims may be for personal injuries of any type whether arising in tort or in equity or in any other form. Your Release is complete whether your claim is due to the negligence of Habitat or is based on any other legal or other theory whatsoever. You 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.
- **Scope of this release.** This Release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey. This Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. You agree that in the event that any court of competent jurisdiction shall hold any clause or provision of this Release invalid, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of the 'Release,' which shall continue to be enforceable

2. **Assumption of the Risk.** You understand that volunteer activities for Habitat may involve construction of homes and other volunteer activities. These activities (including, but not limited to, construction, loading and unloading, and transportation to and from work sites) are inherently dangerous and may be hazardous to you. You accept this risk as if Habitat had not taken any steps to maintain safety.

**Habitat volunteer activities** usually include constructing and rehabilitating residential buildings. Building construction activities and related activities involve significant dangers. To list only a few, dangers you may encounter as a Habitat volunteer include:

- Tools that are used for pounding nails into wood, e.g. hammers, which may hit and injure you.
- Tools and implements with sharp edges or sharp points like nails. There may be nails in lumber and other materials which may be stepped on or which you may walk into.
- Electrical and hand powered tools with sharp edges such as saws, electrical nail guns, power saws mounted on tables or used by hand, drills and other power tools, pose a number of dangers. You could be badly cut.
- You are working close to others who may be handling electric power tools, hammers, nails, electric saws, nail guns, and many other tools and implements that are dangerous for those nearby.
- You may use ladders, and work at heights, which pose the danger of your falling if you are on the ladder or working at a height [e.g. on a roof, or on a second floor, etc.] during construction. If you are below volunteers working at heights, you may be in danger of having items fall and hit you, badly injuring you.
- During construction, there may not be completed stairs in the front of the house or inside it and there may be dangerous temporary steps or ladders in their place. There may be openings in the floor of an unfinished house through which you could fall if you are not careful.

**This is not a complete list of dangers.** It names only a few of the possible risks.

There are other *non-construction* Habitat projects that may include working in the Habitat offices, working with committees at various locations, participating in special events, and living in housing provided for volunteers of Habitat.

Volunteer Initials \_\_\_\_\_

Witness Initials \_\_\_\_\_