



HABITAT VOLUNTEER RELEASE FORM

PLEASE PRINT CLEARLY!

Today's Date: (mm/dd/yyyy) _____

Are you volunteering with a company, organization or church today? Yes No

If so, what is the name of your company, organization or church? _____

Volunteer Contact Information

Name (Hereinafter "Volunteer" or "the Volunteer"): _____

Street Address: _____ **City:** _____

State: _____ **Zip:** _____ **Email:** _____

Telephone: _____ Cell Home Work **Date of Birth:** _____

Emergency Contact Name: _____ **Emergency Contact Telephone:** _____

Relationship to Emergency Contact: _____

Where are you volunteering? *Volunteers doing any type of construction must be at least 16 years of age.*

Build Site Panel Build Office ReStore Family Mentor (P.A.L.) Committee Tiger Other _____

RELEASE

Please read this information carefully before signing below!

This release and waiver of liability is in favor of, and shall inure to the benefit of, Habitat for Humanity of Greater Indianapolis, Inc. ("Habitat") and Habitat's directors, officers, employees, representatives, agents, successors, assigns, and any and all persons or entities on Habitat's behalf who may be liable (collectively, "its representatives") and, further, shall be binding upon the undersigned and his/her heirs, personal representatives, successors and assigns. The Volunteer desires to engage in any and all activities related to being a Habitat volunteer, whether on or within the foregoing described premises or elsewhere. Such activities may include, but not be limited to, participating in the assembly of panels to be used in residential construction, participating in the construction and/or rehabilitation of residential buildings, working in the Habitat office, working in the Habitat Restore, and/or doing committee and/or special event work, (any and all activities related to being a Habitat volunteer hereafter being referred to collectively as the "Volunteer's Activities"). The Volunteer understands that his/her engaging in the Volunteer's Activities may expose the Volunteer to dangers both from known and unanticipated risks.

Release, Waiver and Assumption of Risk: Acknowledging that such risks exist, and for and in consideration of the permission granted by Habitat to the Volunteer to engage in the Volunteer's Activities, the Volunteer does hereby FULLY and FINALLY RELEASE and DISCHARGE Habitat and its representatives from, and INDEMNIFY and HOLD HARMLESS Habitat and its representatives from and against, any and all claims, demands, actions, causes of action, suits, whether at law or equity or otherwise, and/or liability of any kind or nature whatsoever, for property damage and/or personal injury, including death, and any and all losses, damages, expenses, costs, fees and/or liabilities of whatsoever kind or nature in connection therewith (including, without limitation, attorneys' fees and court costs that may be incurred by Habitat), arising or resulting from, or in any manner related to, the Volunteer's engaging in the Volunteer's Activities, including, but not limited to, property damage and/or personal injury, including death, caused in whole or in part by the negligence of Habitat or its representatives or otherwise. The Volunteer recognizes, therefore, that if he/she is hurt and/or his/her property is damaged, while engaged in the Volunteer's Activities, the Volunteer will have no right, and hereby waives the right, to make a claim or file a lawsuit against Habitat or any of its representatives, even if Habitat or any of its representatives caused the injury or damage. The Volunteer hereby understands that the Volunteer's Activities include work that may be hazardous to the Volunteer, including, without limitation, construction, loading and unloading and transportation to and from the work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm to his/her person, including death, and the risk of damage to personal property during the Volunteer's Activities and hereby releases Habitat and its representatives from any duty or obligation owed to the Volunteer. The Volunteer understands and fully recognizes that this Release discharges Habitat and its representatives from any liability or claim that the Volunteer may have against Habitat with respect to any bodily or personal injury, including death, or property damage that may result from the Volunteer's Activities with Habitat, whether caused by Habitat's negligence or otherwise. The Volunteer hereby releases and forever discharges Habitat and any of its representatives from any claim whatsoever which may arise or result from any first-aid treatment or medical service rendered in connection with the Volunteer's Activities.

Photographic Release: Volunteer does hereby grant, transfer and convey to Habitat all of the Volunteer's right, title, and interest in and to all photographic images, video or audio recordings, video or audio reproductions, films or motion pictures, radio or television broadcasts and any other reproductions or depictions (all collectively referred to as the "reproductions") of the Volunteer's Activities, or any part thereof, including, without limitation, pictures and sound of the Volunteer alone or with other persons through any and all media, whether now known or hereafter discovered. Such right, title and interest includes, without limitation, the right to any royalties, proceeds or other benefits derived from the reproductions of the Volunteer's Activities. The Volunteer hereby understands and acknowledges that Habitat shall have and own, in connection with the Volunteer's Activities, the sole and exclusive right to commercially exploit the Volunteer's Activities, and the Volunteer shall not reproduce, sell or otherwise use or exploit any of the reproductions of the Volunteer's Activities, or assist another party in doing any of the foregoing, without Habitat's prior written consent.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by Indiana law, and that this Release shall be governed by and interpreted in accordance with Indiana law. 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.

Volunteer consents to the receipt of future newsletters, mailings, and/or notices regarding Habitat via the postal service or electronic means if an email address is provided. Habitat will not knowingly sell or distribute the Volunteer's contact information to any other organization, or entity.

In Witness whereof Volunteer, the undersigned, has executed this Release in Indianapolis, IN on the date written above.