

Release and Waiver of Liability for Minors

This Release and Waiver of Liability (the "Release"), executed on this ____ day of _____,
(Day) (Month)

20____ by _____, a minor child (the "Volunteer"), and
(Year) (Minor's name)

_____, the parent having legal custody and/or the legal guardian of the
(Parent or legal guardian name)

Volunteer (the "Guardian"); in favor of FORT HOOD AREA Habitat for Humanity, Inc., a Nonprofit Corporation ("Habitat"), its directors, officers, employees, and agents.

The Volunteer and Guardian desire that the Volunteer participate in Habitat's home building program and the activities related to the work. The Volunteer and Guardian understand that the activities may include constructing and rehabilitating residential buildings, being transported to and from work camp locations, and consuming food and living in accommodations donated for the home building program.

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, demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's participation in Habitats home building program.

Volunteer and Guardian understand that the Release discharges habitat from any liability or claim that the Volunteer and Guardian may have against Habitat with respect to any bodily injury, personal injury, illness death, or property damage that may result from Volunteers participation in Habitat home building program. 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.

2. Medical Treatment. Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer participation in Habitats homes building program or worth 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. Volunteer and Guardian understand that the home building program may include activities that may be hazardous to the Volunteer and that the food, accommodations, and medical facilities may be donated to Habitat and beyond the control of Habitat.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the activities and release Habitat from all liability for injury, illness ,death, or property damage resulting

from activities of the Volunteer's participation in Habitat's home building program.

4. **INSURANCE.** The Volunteer and Guardian understand that Habitat does carry and maintain volunteer accidental insurance for site related injuries.

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 recording made by Habitat during Habitat's home building program, 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 Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. 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 otherwise 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 above written.

Parent Contact information:

Address: _____ City: _____ Zip: _____

Phone: (home or cell) _____ (work) _____

Emergency Name: _____ **Phone:** _____

Parent Signature: _____

Witness Signature: _____