

Parental Consent, Release and Waiver of Liability For Minors

PLEASE READ CAREFULLY! This is a legal document that affects your legal rights!

It is the policy of Habitat for Humanity of Orange County, NC that children under the age of 16 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that, while children between the ages of 16 and 17 may be allowed to participate in construction work, ultra hazardous activity such as using power tools or working on rooftops is not permitted by anyone under the age of 18.

This Parental Consent, Release and Waiver of Liability executed on this ___ day of _____, 2011, 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 Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Orange County, a North Carolina nonprofit corporation, their 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 of houses, working in the Habitat offices, and/or working during Habitat sponsored events.

The Volunteer and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Release and Waiver.** 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 activities with 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 activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, other volunteers or otherwise arising. 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 which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment. Permission is granted to Habitat's adult volunteers or employees to obtain medical care from any licensed physician, hospital, or medical clinic for the above named at such times deemed necessary for physical health purposes. This authorization shall include all Habitat activities including travel required to obtain medical care. Volunteer and Guardian hereby waive all claims against and agree not to sue Habitat, its officers, agents, employees and volunteers as a result of Volunteer participation in this volunteer activity or any claim arising from injury of Volunteer in the execution of the above actions.

3. **Assumption of the Risk.** The Volunteer and Guardian understand that the activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading supplies and equipment. 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 the activities.

4. **Insurance.** Habitat for Humanity, Orange County, NC, pays a small health/accident insurance premium on each volunteer for each day that a volunteer works on the construction site. The policy covers only those expenses related to injuries sustained while a volunteer is working with Habitat that are not covered by the volunteer's own health insurance. We ask that you take all necessary precautions and responsibility for the safety of yourself and others. 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 activities with 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 North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. 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.

Volunteer Name (minor's) (print)

Volunteer's Date of Birth
 (Must be at least 16 years of age)

Parent/Guardian Name (print)

Parent/Guardian Name (signature)

Date: _____

Address: _____

Phone Numbers: _____

 Home

 Cell

 Work

E-mail Address: _____