

(Must be signed each calendar year.)

2019 VOLUNTEER RELEASE AND WAIVER OF LIABILITY

The Volunteer and/or Guardian desire that the Volunteer participate in certain projects and other activities of Habitat for Humanity Saint Louis ("Habitat"). The Volunteer and/or Guardian understand that the activities may include constructing residential buildings, working in our ReStore or warehouse, being transported to and from work site locations, and consuming food provided for the work project ("Project").

The Volunteer and/or Guardian recognizes that there are inherent risks and dangers in performing construction projects and that Habitat has the right to refuse to allow any Volunteer to participate in the project, for any reason and in the sole discretion, of Habitat, its agents, servants or employees.

The Volunteer and/or Guardian do hereby freely, execute this Release under the following terms:

1. Waiver and Release. By signing this Release, Volunteer and/or Guardian hereby release and hold harmless Habitat and its successors and assigns, its directors, employees and staff, from any and all liability, claims, and demands of whatever kind or nature which arise or may hereafter arise as a result of Volunteer's participation in the Project.

Volunteer and/or Guardian understand that this Release discharges Habitat, its directors, employees and staff, from any liability or claim that the Volunteer may have against Habitat regarding any claim or demand that may result from Volunteer's participating in the Project. Volunteer and/or Guardian also understand that Habitat does not assume any responsibility for providing any assistance to Volunteer, including but not limited to medical, health, disability, or workman's compensation insurance.

- 2. **Medical Treatment.** Volunteer and/or Guardian release Habitat from any claim whatsoever which arises or may hereafter arise as a result of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Project, or with the decision by any representative of Habitat to exercise the power to consent to medical or dental treatment.
- 3. **Assumption of Risk.** The Volunteer and/or Guardian understand that the Project may include activities which may be hazardous to the Volunteer. In addition, any food and medical facilities which may be donated to and/or purchased by Habitat are beyond the control of Habitat. Therefore, the Volunteer and/or Guardian assumes any and all risk of any kind that may arise out of the Volunteer's participation in the Project
- 4. **Insurance.** Habitat may elect, in its sole discretion, to provide group accident insurance and make it available to Project Volunteers, as well as liability insurance. Except to the extent it makes available, or has such group accident insurance, or other insurance, Habitat expressly disclaims any responsibility for providing any insurance for Volunteer, including, but not limited to health, medical, liability or workmen's compensation.

EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.

- 5. **Photographic Release**. By signing this Release, Volunteer and/or Guardian also transfer unto Habitat all right, title, and interest in any and all photographic images and video and audio recordings made by Habitat and/or third party including, but not limited to, any royalty benefits or other proceeds that could be received from such photographs or recordings.
- 6. Volunteer Age Limitation. Volunteer certifies that he/she is at least 16 years of age.
- 7. **Other**. Volunteer and/or Guardian expressly agree that this Release is permitted and governed by the laws of the State of Missouri. Further, the Volunteer and/or Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by a 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.

- 8. **Privacy Policy.** All information given on this form is used by Habitat solely as a means of maintaining accurate volunteer records and conveying up-to-date information with all participants of our affiliate. All information is private and in no way will we disclose or sell it to any parties outside of Habitat.
- 9. Parking Disclosure. Habitat cannot be responsible for loss, theft, or damage in the event of an unfortunate occurrence. To ensure the safety of your vehicle, please do not leave any valuables of any kind in your car, not even under the seat. We recommend that you do not bring ANY valuables to the warehouse, ReStore, or build site. Habitat will not be responsible for any parking tickets.
- 10. **Smoking Policy.** Habitat strictly prohibits smoking in or on its build sites, administrative offices, warehouse, ReStore, and any other Habitat affiliated site, structure, or location. Individuals working and/or volunteering in or around a Habitat building or facility wishing to smoke may do so at a distance of at least 25 feet from any Habitat affiliated site, structure, or location. Individuals volunteering on the Habitat build site and wishing to smoke must do so on the street and away from any Habitat home under construction. Habitat reserves the right to ask any individual to leave the Habitat affiliated site, structure, or location if found smoking in violation of this policy.
- 11. **Dress Code.** Habitat requires that all individuals wear clothing considered to be appropriate for the types of work they might be assigned. Inappropriate clothing can be considered to be anything deemed to be either unsafe, or inappropriately revealing, including but not limited to: short shorts, sagging pants or shorts, halter tops and/or spaghetti straps. Individuals wearing clothing deemed to be inappropriate may be asked to change their clothes or leave for the day.
- 12. **Weapons Policy:** In order to ensure a safe environment for volunteers, clients, visitors, vendors, employees, or any other individuals, Habitat prohibits the possession, transport, storage, use or sale of weapons, including firearms, on its property, at work sites or work functions, or at any time. Habitat prohibits all persons from carrying a handgun, firearm, or other weapon of any kind onto its property, regardless of whether the person is licensed to carry the weapon or not—this is Habitat's right as an employer and property owner. The policy covers all property owned by or operated by Habitat, including buildings and surrounding areas such as sidewalks, walkways, driveways and parking areas under Habitat's ownership or control. Habitat reserves the right to conduct searches of any person or vehicle that enters Habitat property. This provision includes searches of clothing, lockers, purses, bags or briefcases, and vehicles on the property.
- 13. Volunteer Confidentiality Agreement: In the course of your volunteer services with Habitat, you may be granted access to information regarding Habitat's homeowners, applicants, donors, volunteers and Habitat work product which is deemed personal and confidential ("Confidential Information"). This Confidential Information may include, but it is not limited to, the homeowners', applicants', donors', volunteers', and Habitat work product; personal information; medical status or history; salary information; employment information; social security number or other personal identification; banking, credit, or other financial records; court records; donor identification; donation amounts; work product and materials related to grants, funding, future build sites, and financial information. It is Habitat's policy to use this information exclusively for the purposes for which it was provided and/or created, and to keep this information strictly confidential. By signing this agreement, you agree and acknowledge, both during and after your service, that you will hold such information strictly confidential; that you will not use or disclose such information except as necessary in the course of your service; and that you will not retain copies of any documents containing such information.

<u>ALL</u> information <u>MUST</u> be completed & **SIGNED**

Volunteer Signature of Release and Waiver of Liability IN WITNESS WHEREOF, Volunteer and/or Guardian have executed this Release as of the day and year written below. Signature of Volunteer - Must be signed Signature of Parent/Guardian (if volunteer is 16 –17 years of age) Date 2019 Volunteer Info - Please PRINT all information LEGIBLY Please circle one: Mr. / Mrs. / Ms. Date of Birth: First Name MI Last Name Permanent Address: _____ Zip: _____ City/State: ___ Cell: Employer: Are you volunteering with a group or organization? ☐ Yes or ☐ No If yes, Organization Name:___ Emergency Contact: _____ Medical Allergies: YES □ NO □ Name If yes, please list: Relationship Phone Would you like to stay in touch with Habitat Saint Louis? Fill out the fields below! ☐ I would like to receive the printed HFHSL newsletter in the mail. ☐ I would like to receive email updates from HFHSL (sent approximately 1/month)

Thank you for volunteering! YOU are helping to build homes and hope in St. Louis!