

## 2025 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 worker'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 workers 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 appropriate for the types of work they may be assigned. Inappropriate clothing includes anything deemed unsafe for the working conditions, e.g. excessively baggy clothing on a work site. Individuals wearing clothing deemed to be inappropriate and or unsafe by Habitat staff 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. 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 home-owners', 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.

**14. Wellness.** Volunteer and/or Guardian understand that participation in the Project may expose the Volunteer to infectious diseases, including but not limited to COVID-19. While Habitat implements preventative measures in line with CDC recommendations which may reduce the risk of exposure, the risk of serious illness or death does exist. The Volunteer and / or Guardian agree to follow all Habitat guidelines for reducing risk while participating in the Project, including but not limited to wearing face coverings. By participating in the Project, the Volunteer certifies that they have not had any known exposure to COVID-19 in the last five (5) days and do not currently have any symptoms.

**Volunteer Info - Please PRINT all information LEGIBLY**

Please circle one: Mr. / Mrs. / Ms. / Mx.

\_\_\_\_\_  
First Name MI Last Name Date of Birth: \_\_\_\_\_

<b>Emergency Contact:</b> _____ Name	<b>Medical Allergies:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, please list: _____
_____ Relationship Phone	_____ _____ _____

**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 under 18 years of age)

Date \_\_\_\_\_