



Annual Volunteer Information & Waiver
(July 2019 – June 2020)

Office Use Only
Date of Entry:
Initials:

Date:
New Volunteer Current Volunteer

Contact Information:
(Please print your information clearly)

Name: Date of birth: (month) (day) (year)

Address:

City: State: Zip:

Home Phone: Cell Phone: Business Phone:

Email:

Check here if you do NOT want to receive our emails about what's happening at Habitat for Humanity Central Arizona.

Employer: Occupation:

Faith group or other affiliation (church, school, civic, etc.):

Emergency Contact Name: Relationship to you:
Emergency Contact Phone #: Alternate Phone #:

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT AN ATTORNEY.

1. Purpose. I, (PRINT FIRST AND LAST NAME) applied to Habitat for Humanity Central Arizona ("Habitat"), a non-profit corporation, to participate without pay as a volunteer in construction and other activities at locations throughout Maricopa and Pinal counties.

2. Acceptance of Risk. I am aware that CONSTRUCTION IS A HAZARDOUS ACTIVITY AND HAS NUMEROUS RISKS. I am voluntarily participating in the activities of construction and/or remodeling. These activities include (but are not limited to) the construction of residential buildings, loading and unloading materials, painting, finishing, framing, transporting such materials to and from building sites, and other related activities. I may also consume food or beverages prepared by Habitat or in a third party kitchen that is not subject to regulation and inspection by the Maricopa or Pinal County Environmental Health Services Departments. I understand and acknowledge that these activities contain certain inherent risks, hazards and dangers that cannot be eliminated. Such risks include death, paralysis, head injuries, broken bones, cuts, back and neck injuries, exposure to sun and heat, and other temporary and permanent physical injuries. I acknowledge the risk of loss, theft, or damage of my personal property at a construction site. I understand the danger involved in such activities and participate with the knowledge that medical facilities may not be available in the event I become ill or injured.

3. Safety Rules and Protective Equipment. I agree to follow Habitat's safety rules and recommendations. If I am volunteering on a construction site, I acknowledge that I have received one or more safety briefings by Habitat. I acknowledge that for certain types of construction activities Habitat may recommend wearing protective equipment, and that if I choose not to wear such equipment, I will be fully responsible for any related accident or injury. Thus, I agree to accept any and all risks of injury, illness, or death, and verify this statement by placing my initials here:

Initials box

4. Release. In exchange for being permitted by Habitat to participate in these activities and use its tools and facilities, I agree that I, my heirs, personal representatives, and assigns, will not make a claim or bring a lawsuit against Habitat or its directors, officers, agents, employees, volunteers, suppliers, contractors, subcontractors, attorneys, or the owner of any home at which I work (the "Released Parties") for injuries, illnesses or damages resulting from the negligent or intentional acts or omissions of the Released Parties. I waive and release the Released Parties from all actions, claims, or demands that I, my heirs, personal representatives, or assigns now have or may have in the future for injuries, damages or death resulting from my participation in any Habitat activities.

5. Indemnity. I agree to indemnify and hold harmless the Released Parties from any and all loss, liability, claims, damages, costs and expenses (including attorneys' fees) resulting from or relating to, in whole or in part, my participation as a volunteer in construction and other activities of Habitat.

6. Release of Media Rights. I give to Habitat all right, title and interest I may have in any and all photographic images, video or audio recordings, interviews, and other written, visual or broadcast media made, originated or created by Habitat or its agents or employees during or in connection with Habitat's home-building program, including (but not limited to) any royalties, proceeds, or other benefits derived from such materials. Habitat, without any cost, liability or obligation to identify the source, shall have the right to use, publish, archive, and copy any and all photographic images, videos or audio recordings, interviews, and other written, visual, audio or broadcast media in any format created by me in the course of my participation in any Habitat activities.

7. Background Check. Habitat screens potential volunteers through background checks and the National Sex Offender Public Registry and the Arizona Department of Safety Sex Offender Info Center. By completing this application, I understand that I am submitting to such inquiry and verify this statement by **placing my initials here:**

8. Read and Understood. I have carefully read this Agreement and I fully understand its contents. I am aware that this is a legal contract between Habitat and me and that it affects my legal rights. I also understand that by releasing Habitat from liability, I am giving up certain rights that I would otherwise have. I acknowledge that I have had the opportunity to review this document and to seek legal advice if I have any questions, and I verify this statement by **placing my initials here:**

9. Insurance. I understand that Habitat does not maintain or provide health or medical insurance for work project volunteers like me. I understand that I may from time to time perform construction or other activities on existing homes, and that the owners may not maintain homeowner's insurance.

10. Intent of Agreement. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

11. Waiver of Jury Trial. In the event of any claim, suit or dispute relating to this Agreement or any of the activities or other matters described in the Agreement, I hereby knowingly and intentionally, to the greatest extent permitted by law, expressly waive any right to trial by jury.

12. Entire Agreement and Enforceability. This Agreement is the entire agreement and understanding between Habitat and me. This agreement may not be changed, waived, discharged, or terminated unless agreed to in writing by Habitat and me. I agree that in the event that any clause, sentence, or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the validity of that clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

This Agreement is binding upon me and my heirs, personal representatives, and assigns, and any other person making a claim on my behalf. In addition, if I am a married person, I agree that this Agreement is made by me on my behalf and on behalf of the marital community of my spouse and me, and I agree that this Agreement will be binding on that marital community.

Participant Signature: X _____

Signed in: _____, ARIZONA **On:** _____.
(City) (Date)

If you are under 18 years of age, it is required that your parent/guardian sign this document.

Parent/Guardian Signature: X _____

Signed in: _____, ARIZONA **On:** _____.
(City) (Date)

Declaration of Witness

Declaration of Witness: I hereby certify that the person who signed above acknowledged in my presence that s/he had read and fully understood the meaning and consequences of the foregoing Assumption of Risk and Release From Liability Agreement, and signed in my presence.

Witness signature: X _____

On: _____ (DATE)

