

## Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Yankton County, a South Dakota nonprofit corporation, their directors, officers, employees and agents (collectively, "Habitat") and Thrivent Financial for Lutherans (TFL).

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

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

**RELEASE AND WAIVER.** Volunteer does hereby release and forever discharge and hold harmless Habitat and its successors and assigns and TFL 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 understands that this Release discharges Habitat and TFL from any liability or claim that the Volunteer may have against Habitat or TFL with respect to any bodily injury, person injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or TFL or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Habitat and TFL do 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.

**MEDICAL TREATMENT.** VOLUNTEER DOES HEREBY RELEASE AND FOREVER DISCHARGE Habitat and TFL 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.

**ASSUMPTION OF THE RISK.** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

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

**INSURANCE.** The Volunteer understands that, except as otherwise agreed to by Habitat or TFL in writing, Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

**PHOTOGRAPHIC RELEASE.** Volunteer does hereby grant and convey unto Habitat and TFL 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.

**OTHER.** Volunteer expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota, and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Dakota. Volunteer agrees 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: \_\_\_\_\_

Address: \_\_\_\_\_ -

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (H): \_\_\_\_\_ (W) \_\_\_\_\_

Witness: \_\_\_\_\_