

Release and Waiver of Liability for Minors

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 _____, a minor child (the "Volunteer"), and _____, a parent having legal custody and/or legal guardian of the volunteer (the "Guardian"), 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 and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardian understand 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 and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

RELEASE AND WAIVER. Volunteer and Guardian do 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 of 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 and TFL from any liability or claim that the Volunteer or Guardian 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 its officers, directors, employees, or agents or otherwise or of TFL. 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.

It is the policy of Habitat that children under the age of 14 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 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition, or working on rooftops is not permitted by anyone under the age of 18 years.

MEDICAL TREATMENT. Volunteer and Guardian do 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 to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

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, and transportation to and from the work sites.

Volunteer and Guardian 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 and Guardian understand that, except as otherwise agreed to by Habitat or TFL in writing, Habitat and TFL do 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 and Guardian do 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 and Guardian 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 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

Parent/Guardian: _____

Parent/Guardian: _____

Address: _____

Street

City

State

Zip Code

Phone (H): _____

(W): _____

Witness: _____