

## RELEASE AND WAIVER OF LIABILITY (the “Release”)

I, on behalf of myself (and my minor child/children or a protected person unable to offer informed consent identified below) hereby acknowledge that I fully acknowledge and understand that participation in volunteer work (“Activities”) for Habitat for Humanity of Washington, D.C. & Northern Virginia, Inc. (“Habitat”) may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death (“Risks”). I do hereby fully release and forever discharge Habitat and each of its directors, officers, employees, agents and representatives collectively, (“Released Parties”), of and from any and all actions, suits, controversies, liabilities, claims and demands, whatsoever in law or equity, which I (and/or any minor child/children) or my (or his/her/their) executors, administrators or heirs ever had, now has or may have in the future by reason of any matter, including, but not limited to, any cause of actions that might arise out of or in connection with my (or my minor child’s/children’s or protected person’s) participation in the activities of Habitat

I understand Risks include, but are not limited to, exposure to and/or infection with COVID-19 and/or other viruses and/or bacterial infection even in ideal conditions, and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that, due to the nature of the Activities, social distancing of six feet per person will not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID- 19 and/or other viruses and/or bacterial infection.

I further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire provided by one or more of the Released Parties. I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time and to the best of my knowledge, I am a carrier of COVID-19 or infected with COVID-19. I further agree to follow all safety precautions outlined by any Released Party while volunteering.

In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct. In addition, the Released Parties shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which the Released Parties are subject.

I understand and acknowledge that by signing this Release I knowingly assume the Risks associated with the Activities. I also understand that the Released Parties 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, illness, death or property damage. Regarding any illness or virus, including COVID-19, I, the Volunteer, understand that even if I follow all guidelines for the prevention and handling of any illness or virus, including COVID-19, there is still a risk that I could contract such virus or illness.

*I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by the Released Parties, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.*

**Consent to Transportation and Medical Treatment.** I consent to the use of first aid treatment and the use of generic and over-the-counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age or they are a protected person with disabilities and thus unable to offer informed consent, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of the Released

Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

**Insurance.** I understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

**Photographic/Recording Release.** I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

**Security Camera Policy.** I understand that Habitat DC-NOVA reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information. Habitat DC-NOVA will post signs or provide notice as to which facilities use video and/or audio recording devices. Habitat DC-NOVA may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. Volunteers should not have any expectation of privacy in work-related areas. However, cameras will not be placed in areas where volunteers would have a reasonable expectation of privacy, such as the bathroom. Habitat DC-NOVA may record in non-work areas if there is a reasonable suspicion of onsite drug use, physical abuse, theft or similar circumstances. I acknowledge and consent to: Being audio and/or video recorded during working hours in designated public or semi-public work areas; Habitat DC-NOVA collecting, storing, and reviewing such recordings for legitimate business purposes as described above; The use of such recordings in internal company processes or, where required, in cooperation with legal authorities.

**Background Check and Sex Offender Policy.** I have read and understand Habitat DC-NOVA's background check and sex offender policy. Habitat DC-NOVA requires criminal background checks and sex offender registry checks for all key volunteers. A key volunteer is any volunteer who, through Habitat programming, oversees other volunteers or connects directly with customers or homeowners and/or (2) anyone who reaches 100 hours of service. Often these volunteers are in positions with unsupervised access to vulnerable populations like children, the elderly, or people with disabilities, thus we want to ensure the safety and wellbeing of these individuals.

Anyone on the sex offender registry will be automatically disqualified from volunteering. For the criminal background check, Habitat DC-NOVA uses a points system to evaluate criminal history while taking into account factors such as job responsibilities, the severity and timing of the offense, and signs of rehabilitation. Any falsification of background information or failure to consent to checks may lead to disqualification. These checks will be conducted using services like Sterling Volunteers, and the costs will be borne by the organization.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the District of Columbia and/or the Commonwealth of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the District of Columbia and/or the Commonwealth of Virginia. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable.

**IMPORTANT: If the Volunteer is less than 18 years of age or a protected person who is unable to provide informed consent, all parents or guardians must provide their signature.** If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age or a protected person unable to provide informed consent, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

**PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR OR PROTECTED PERSON:**

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child or protected person, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor or protected person's heirs, next of kin, assigns, and legal representatives. **Furthermore, I understand that the above Volunteer Agreement, Release and Waiver of Liability is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to Habitat that I have the full authority to sign this on behalf of such minor(s).**

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I have read the Release and Waiver of Liability attached and consent to participate in all Activities as set forth in the Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**If volunteer is a minor or protected person:**

**Parent/Guardian's Name:** \_\_\_\_\_ **Relation to Volunteer:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_ **DOB of volunteer :** \_\_\_/\_\_\_/\_\_\_