



## 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 Georgia nonprofit corporation, and New Orleans Area Habitat for Humanity, Inc., a Louisiana nonprofit corporation, their directors, officers, employees, volunteers, and agents (collectively, "Habitat"); this Release is also in favor of St. Bernard Parish Government, its directors, officers, employees, volunteers, and agents ("St. Bernard").

The Volunteer desires to work as a volunteer for St. Bernard and 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 St. Bernard and 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 St. Bernard Parish, Habitat and its successors and assigns 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 St. Bernard and Habitat.

Volunteer understands that this Release discharges St. Bernard and Habitat from any liability or claim that the Volunteer may have against St. Bernard or Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with St. Bernard and Habitat, whether caused by the negligence of St. Bernard, Habitat, its officers, directors, employees, or agents or otherwise. Volunteer also understands that St. Bernard and Habitat 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 St. Bernard and Habitat 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 St. Bernard and Habitat.

**Mold Exposure.** Volunteer understands that he/she may be exposed to mold through participation in the Activities. Mold exposure for extended periods of time can cause illness or other bodily injury. Volunteer assumes the risk to protect themselves by wearing appropriate equipment. Volunteer does hereby release and forever discharge St. Bernard and Habitat from any claim whatsoever which arises or may hereafter arise on account of any exposure to mold.

**Assumption of the Risk.** The Volunteer understands that the Activities 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 assumes the risk of injury or harm in the Activities and releases St. Bernard and Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

**Accommodations.** I understand and acknowledge that the base camp ("Camp Hope") will provide only the most basic shelter conditions. I understand and acknowledge that there are additional health risks associated with living in a base camp, and agree to act carefully at all times, and guard my safety and the safety of other occupants of Camp Hope. I agree to abide by the rules of the base camp and understand that failure to abide by the rules of Camp Hope may be grounds for my immediate removal from Camp Hope. I understand that Camp Hope is operated by St. Bernard Parish, and under the authority and liability of St. Bernard Parish. I hereby release and forever discharge and hold harmless Habitat and St. Bernard Parish and any of their employees, agents, officers, directors, departments, contractors, subcontractors and/or representatives for damages or losses of any type whatsoever. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities, while providing temporary shelter, a base camp, meals or other services or supplies to me during the period of my participation in the Activities.

**Insurance.** The Volunteer understands that, except as otherwise agreed to by St. Bernard or Habitat in writing, St. Bernard and Habitat 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 does hereby grant and convey unto St. Bernard and Habitat 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 St. Bernard and Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Louisiana. 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.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

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

Volunteer  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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