



Volunteer Agreement, Release, and Waiver of Liability

I, the Volunteer, desire to work as a volunteer for Flower City Habitat for Humanity, doing business as Greater Rochester Habitat for Humanity, without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; lifting or moving heavy objects, working outside in weather conditions that may not be ideal, using or operating tools or machinery, working with other volunteers, working with dangerous or sharp objects, traveling to and from work sites, in different towns, cities and/or countries; consuming food available or provided by other volunteers or outside vendors; constructing, repairing, and rehabilitating residential buildings. Such buildings may be in various stages of construction or disrepair; other construction-related activities; and other in-person and/or online volunteer activities ("Activities").

Release and Waiver. I, the Volunteer, release Flower City Habitat for Humanity (DBA Greater Rochester Habitat for Humanity) from any claims arising from any injury (physical or psychological) that I may suffer as a direct result of my participation in the aforementioned volunteer activities. I further acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death ("Risks"). These 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. Should I require medical care or treatment I agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless Flower City Habitat for Humanity (DBA Greater Rochester Habitat for Humanity), Habitat for Humanity International, and their respective affiliates, directors, managers, members, agents, trustees, employees, staff, contractors, sponsors, donors, volunteers and agents (collectively, 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, including attorney's fees and other related costs from any claim that I may have as a direct result of my participation in the aforementioned volunteer activities. This includes claims 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.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING AT MY OWN RISK. I AM AWARE OF THE RISK ASSOCIATED WITH PARTICIPATING WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER'S NEGLIGENCE, CONDITIONS RELATED TO WORKSITES, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY OR FROM CONDITIONS AT THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RISKS INVOLVED, BOTH KNOWN AND UNKNOWN TO ME. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

I understand and acknowledge that by agreeing to 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 Volunteer 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.

Insurance. 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.

Confidentiality. I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Governing Law. This Waiver shall be governed by the laws of the State of New York and any legal action arising out of this waiver shall be commenced in Monroe County. I specifically waive all rights to a trial by jury.

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.

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. 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. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right. I have carefully considered my decision, the benefits and risks involved, and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, I acknowledge that any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

By registering to volunteer through the website of Flower City Habitat for Humanity (DBA Greater Rochester Habitat for Humanity), I agree to all of the terms and conditions within this document.