

## Volunteer Agreement, Release and Waiver of Liability

### **► PLEASE READ CAREFULLY!**

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE!**

This Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer"), in favour of Habitat for Humanity Canada, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization<sup>1</sup>, and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties 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; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing, repairing, and rehabilitating residential buildings; other construction-related activities; and other in-person and/or online volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency or other medical condition.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, riots, criminal activities (including but not limited to kidnapping or hostage taking), political or social instability, transportation disruptions, inclement weather, natural or man made disasters or other circumstances that could threaten my life, health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

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<sup>1</sup> Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

**Release and Waiver.** I, the Volunteer, 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 viruses and/or bacterial infection even in ideal conditions, and despite all reasonable efforts made to mitigate such Risks.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a health screening questionnaire provided by one or more of the Released Parties (excluding sponsors and donors). I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time I am unwell 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 negligence, fault or other misconduct of any of the Released Parties or of other volunteers.

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.

**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.

**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, legal defense costs, 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. 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 [Humanity Canada's Privacy Policy](#) and any other applicable policies regarding such information.

**Authorization for Release of Protected Health Information.** I authorize the following entities to disclose my health information to Habitat for Humanity International, Inc., its affiliated companies, and their officers, directors, volunteers, agents, employees and their authorized representatives (for purposes of this paragraph, collectively "Habitat"): Everest Reinsurance Company, International SOS Assistance, Inc. and their affiliated companies, and any authorized representatives ("Company"). My health information includes any and all information relating to my health which is in the possession of the Company, including but not limited to medical and dental records, medical consultations, treatments, or surgeries; psychiatric or psychological care; use of drugs or alcohol; drug prescriptions; and communicable diseases, including HIV/AIDS. For clarity, this Authorization does not request or require disclosure of provincial health card numbers; to the extent a health card number is included in any records disclosed to Habitat, Habitat will not record or retain it and will redact it where practicable.

I understand the health information to be disclosed includes information protected under Federal and State laws of the United States of America as well as the laws of Canada, including regarding mental health, substance abuse, developmental disabilities, infectious/communicable diseases, privileged communications and genetic information. I understand that the disclosure to Habitat is for the following purposes: eligibility confirmation; claim submission facilitation; claim inquiry and dispute resolution; fraud detection; and audit and quality control services. I understand that the signing of this Authorization is voluntary and is not required to receive benefits under any Company insurance policy. I understand that I may request a copy of this Authorization. I agree that a photographic copy of this Authorization shall be as valid as the original. I understand that this Authorization is valid for the longer of 12 months or the duration of any claim for benefits under any Company insurance policy, but in no event longer than 24 months. I understand that I may revoke this Authorization at any time by providing written notification to the Company at Everest Reinsurance Company, 100 Everest Way, Warren, NJ 017059. Such revocation shall not have any effect on actions that the Company and/or Habitat took in reliance on the Authorization prior to each receiving notice of the revocation.

I authorize Habitat to collect, store, and transfer to International SOS Assistance, Inc. (its international medical, security and evacuation services provider) my personal data, (limited to name, email, and mobile phone number) for the purposes of safety and security measures during travel related to the Activities. I further authorize Habitat to provide my personal data to the other Released Parties (excluding sponsors and donors) (e.g., Habitat for Humanity country program) for the purposes of operations related to the Activities.

**Photographic/Recording Release.** I hereby grant and convey unto Habitat for Humanity Canada and Habitat for Humanity International, Inc. 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, including fundraising, 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.

Subject to legal or contractual restrictions and reasonable notice, I may withdraw my consent for future use of my photographs, images and/or recordings by contacting the Chief Privacy Compliance Officer identified in the Habitat of Humanity Canada's Privacy Policy at the above link. Any withdrawal would apply only to future uses where practicable, and would not affect materials already published, distributed, or used, or actions already taken in reliance on this Release.

**Jurisdiction and Severability.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by Federal and applicable State laws of the United States of America and the laws of Canada. I further agree that in the event any clause or provision of this Release is held invalid by a 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 agree that any litigation involving the parties to this Release shall be brought exclusively in a court of competent jurisdiction in the Province of Ontario, Canada.

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.

**SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:**

Volunteer: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION FOR VOLUNTEER OVER 18 YEARS OF AGE:**

Name : \_\_\_\_\_ Relationship: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

*By providing emergency contact information, I confirm that I have the consent to provide that person's personal information to Habitat for Humanity for emergency contact purposes.*