

FORT BEND HABITAT FOR HUMANITY
RELEASE & WAIVER OF LIABILITY FOR MINORS

This Release and Waiver of Liability (the "Release"), executed on this _____ day of _____, 2011, by

_____, a minor child (the "Volunteer"), and _____, the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of Fort Bend Habitat for Humanity ("Habitat"), a non-profit corporation, its directors, officers, employees, and agents. The Volunteer and Guardian desire that the Volunteer participate in Habitat's home building program, and the activities related to the work. The Volunteer and Guardian understand that the activities may include construction of residential buildings, transportation to and from work site locations, and consumption of food and beverages donated for the home building program. The Volunteer and Guardian do freely, voluntarily and without duress execute the Release under the following terms:

- 1.) **Waiver and Release.** The Volunteer and Guardian do hereby release and forever discharge and hold harmless 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 participation in Habitat's home building program, including, but not limited to claims, demands, and causes of action which arise out of the sole or concurrent negligence of Habitat to the extent not covered by insurance. Volunteer and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in Habitat's home building program, including, but not limited to, claims, demands, and causes of action which arise out of the sole or concurrent negligence of Habitat to the extent not covered by insurance. 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.
- 2.) **Background check** Volunteer further grants permission for Habitat to do a sex offender registry check on the Volunteer, if Habitat deems it needed.
- 3.) **Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any treatment, first aid, or service rendered in connection with the Volunteer's participation in Habitat's home building program.
- 4.) **Assumption of Risk.** The Volunteer and Guardian understand that the home building program may include activities that may be hazardous to the Volunteer, and that any food and beverages may be donated to Habitat and beyond the control of Habitat. Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in Habitat's building program, including, but not limited to, claims, demands, and causes for action which arise out of the sole or concurrent negligence of Habitat to the extent not covered by insurance.
- 5.) **Insurance.** The Volunteer and Guardian understand that Habitat may not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to arrive with medical or health insurance in effect.
- 6.) **Photographic Release:** Volunteer and Guardian do hereby grant and convey unto 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 Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 7.) **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 Texas, and that this release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer and Guardian agree that in the event that any clause or provision of the Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

_____	_____	_____
Volunteer	Parent or Guardian	School/Affiliation
Address: _____	Phone: home: _____	
Street address		
_____	Date of Birth _____	
City, State and Zip Code		
Email: _____	Emergency Phone: _____	