

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!

HABITAT FOR HUMANITY OF METRO DENVER RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is executed on [DATE] _____, 20____, by

_____ [**PLEASE PRINT YOUR NAME**] ("Volunteer") in favor of HABITAT FOR HUMANITY OF METRO DENVER, INC., a Colorado nonprofit corporation, HABITAT FOR HUMANITY INTERNATIONAL, INC., a Georgia nonprofit corporation (collectively, "Habitat"), their respective directors, officers, employees and agents, and the successors and assigns of the foregoing (collectively, the "Released Parties"). Volunteer desires to provide services on behalf of Habitat as a volunteer and is not now nor will receive wages to perform any volunteer tasks for Habitat for Humanity of Metro Denver. Volunteer understands and acknowledges that that the services performed by Volunteer, from time to time, may include a broad range of volunteer activities, including but not limited to the construction or rehabilitation of single family or multi-family residential buildings, assisting Habitat staff at either a Habitat ReStore, a Habitat office or at special events or dedications, travel to and from work site locations and for other purposes, as well as the operation of Habitat vehicles (collectively, "Volunteer Services"). As used in this Release, the term "Volunteer Services" is intended to be used in its broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that are performed by Volunteer on behalf of Habitat. Volunteer acknowledges that if Volunteer does not sign this Release, Habitat will not permit Volunteer to provide Volunteer Services. Volunteer acknowledges that this Release applies each time that Volunteer provides Volunteer Services.

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

1. Waiver and Release. Volunteer does hereby, for Volunteer and on behalf of Volunteer's spouse, heirs, assigns, next of kin and legal representatives, release and forever discharge and hold harmless the Released Parties from any and all liability, costs, losses, damages, expenses, claims and demands of whatever kind or nature, whether from tort, contract or otherwise, either in law or in equity (collectively, "Claims"), which may hereafter arise, directly or indirectly, from or in connection with Volunteer Services. Volunteer understands that this Release discharges the Released Parties from any Claims that Volunteer, or his or her spouse, heirs, assigns, next of kin or legal representatives may have against the Released Parties arising, directly or indirectly, from or in connection with the Volunteer Services, including, but not limited to any bodily injury, personal injury, illness, loss, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result, directly or indirectly from Volunteer Services, whether caused in whole or in part by the negligence, fault or misconduct of Habitat or its officers, directors, employees or agents, other Habitat volunteers, or otherwise. Volunteer also understands that Habitat does not assume any responsibility for, or obligation to provide, financial aid or other assistance, including but not limited to, medical, health or disability insurance except as Habitat has specifically disclosed in writing to Volunteer.

2. Medical Treatment. Volunteer acknowledges that the Released Parties assume no responsibility for providing medical care to Volunteer. Notwithstanding the foregoing, in the event that any medical care is provided to Volunteer, Volunteer does hereby, for Volunteer and on behalf of Volunteer's spouse, heirs, assigns, next of kin and legal representatives, release and forever discharge the Released Parties from any Claims whatsoever which may hereafter arise, directly or indirectly, from, or in connection with, any first aid, treatment, transportation, assessment, care or service rendered by any person in connection with Volunteer Services. Volunteer hereby consents to the administration to Volunteer of first aid treatment and over the counter medications and treatments, in accordance with manufacturer labels, whether administered by a Released Party or a third party. Volunteer understands that, in an emergency, the Released Parties may attempt to contact any person listed as an emergency contact for Volunteer in records maintained by Habitat. If an emergency contact cannot be reached promptly, Volunteer authorizes the Released Parties to act as agent for Volunteer to consent to any examination, testing, imaging, medical, dental or surgical treatment advised for Volunteer by a physician or other licensed healthcare provider. Volunteer also authorizes the Released Parties to transport, or arrange for the transport of, Volunteer as the Released Parties reasonably deem necessary, for the medical treatment of Volunteer.

3. Assumption of Risk. Volunteer acknowledges that there are potential Hazards involved in providing the Volunteer Services. The term "Hazards" is intended to be used in its broadest sense and includes, but is not limited to, naturally occurring hazards (such as uneven land or inclement weather); man-made hazards (such as uneven concrete or sharp edges on steel); food contamination; hazards typical for construction sites; exposure to harmful materials such as lead, asbestos or mold; the operation of vehicles, tools or equipment; physical labor and the conduct of warehouse operations. Volunteer understands and acknowledges that Volunteer Services may include Hazards that could harm Volunteer, and that such Hazards may or may not always be obvious. Volunteer hereby voluntarily, expressly, knowingly and specifically assumes the risk of injury or harm from all such Hazards and releases, for Volunteer and on behalf of Volunteer's spouse, heirs, assigns, next of kin and legal representatives, the Released Parties from all Claims arising, directly or indirectly, from, or in connection with, Volunteer Services or the Hazards.

4. Insurance. Habitat may elect, in its sole discretion, to provide group accident insurance for special projects. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, Habitat does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for Volunteer. Volunteers are not deemed employees or agents of Habitat and Habitat shall not be responsible for the purchase of worker's compensation insurance.

VOLUNTEER IS EXPECTED AND ENCOURAGED TO HAVE MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. VOLUNTEER EXPRESSLY ACKNOWLEDGES THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY HABITAT TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO VOLUNTEER.

Volunteer understands that Volunteer is, and shall remain, responsible for payment of any hospital, physician, ambulance, dental, medical or other services obtained for Volunteer. Volunteer agrees that the Released Parties do not assume any responsibility for the payment of any such fees or expenses which may be incurred. If Volunteer has health insurance, Volunteer understands that Volunteer's health insurance is his or her primary coverage.

5. Photographic Release. Volunteer does hereby grant and convey unto Habitat all right, title and interest in and to any and all photographic images and video, audio or electronic recordings of Volunteer, made by, or on behalf of Habitat during Volunteer's performance of the Volunteer Services, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Volunteer understands that Volunteer will not have any ownership interest in or to such photographs or recordings, Volunteer has not been provided or promised any compensation for such photographs or recordings, and Volunteer hereby waives any rights, privileges or claims based on any right of publicity, privacy ownership or any other rights arising, relating to or resulting from such photographs or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the law of the State of Colorado. Volunteer agrees that in the event that any provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release which shall continue to be enforceable. Volunteer also agrees that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Release. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right. The provisions of this Release shall be binding on the Volunteer and his or her spouse, next of kin, successors, assigns, employees, legal representatives, heirs, agents, distributees, and transferees. This Release may not be modified or supplemented except by written instrument signed by Volunteer and Habitat.

Volunteer has read and understood this Release, any of Volunteers questions with respect hereto have been answered, and Volunteer voluntarily agrees to the above provisions. It is Volunteer's intent to bind his or her heirs, next of kin, assigns and legal representatives to the terms and conditions of this Release.

WARNING

THIS IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. BY SIGNING THIS RELEASE, VOLUNTEER IS GIVING UP RIGHTS HE OR SHE MAY OTHERWISE HAVE.

I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY. I UNDERSTAND THAT IT IS THE INTENTION OF THE RELEASED PARTIES, IN WHICH I CONCUR, TO AVOID ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, TO ME, OR THOSE CLAIMING THROUGH ME, ARISING OUT OF MY PROVISION OF VOLUNTEER SERVICES. I FULLY REALIZE THAT I MAY SUSTAIN UNKNOWN OR UNFORESEEN DAMAGES, INJURIES, LOSSES OR LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM PROVIDING VOLUNTEER SERVICES. BY EXECUTING THIS DOCUMENT, I FULLY INTEND TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL SUCH KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, DAMAGES, INJURIES, LOSSES, OR LIABILITIES.

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

Printed Name: _____

Date of Birth: _____

Signature: _____ Address: _____

Phone: (H) _____ (W) _____ Email: _____

**COVID-19 ADDENDUM TO HABITAT FOR HUMANITY OF METRO DENVER
RELEASE AND WAIVER OF LIABILITY**

THIS ADDENDUM TO RELEASE AND WAIVER OF LIABILITY (the "Addendum") is executed on [DATE] _____, 20____, by _____ [**PLEASE PRINT YOUR NAME**] ("I or Volunteer") in favor of HABITAT FOR HUMANITY OF METRO DENVER, INC., a Colorado nonprofit corporation, HABITAT FOR HUMANITY INTERNATIONAL, INC., a Georgia nonprofit corporation (collectively, "Habitat"), their respective directors, officers, employees and agents, and the successors and assigns of the foregoing (collectively, the "Released Parties") and supplements that certain standard Release and Waiver of Liability to and in favor of the Released Parties that I signed in connection with volunteering for Habitat (the "Waiver").

1. I understand the COVID-19 virus has as long incubation period during which carriers of the virus may not show symptoms and yet are still highly contagious. It is impossible for Habitat to determine who has COVID-19 and who does not. Habitat is using reasonable efforts to continue its operations with the assistance of volunteers while mitigating the risk of contamination. I understand that, by volunteering with other individuals, I will have elevated my risk of contracting the virus even though standard precautions are being observed.
2. I acknowledged that, if I am part of an "at higher risk population" (e.g., age 65 or older, asthma, HIV, immunocompromised, heart, lung liver or kidney disease, diabetes, otherwise at risk for sever illness), I have been advised to consult with my personal health care provider prior volunteering for Habitat.
3. I am unaware of being infected or being a possible carrier. I confirm that I have not tested positive for COVID-19 in the last 30 days, that I have not been medically directed to self-quarantine due to possible exposure to COVID-19, and that I am not presenting with any of the following symptoms of COVID-19:
 - o Fever
 - o Cough
 - o Difficulty breathing
 - o Runny/stuffy nose
 - o Sore throat
 - o Diminished sense of taste or smell
 - o Body aches, chills, or fatigue
4. I confirm that I have not knowingly been in close contact (defined as 6 feet or less for a duration of fifteen minutes or more) with someone who has tested positive for COVID-19 in the last 14 days, or with anyone that has had the above stated symptoms in paragraph 3 in the last 14 days.
5. I am aware that if I exhibit symptoms of COVID-19 while volunteering that I may be asked to leave by a staff member.
6. I have read the safety protocols for the Habitat site at which I am volunteering (listed below), and I agree to fully abide by all such precautions as directed by Habitat staff.
 - [ReStore Safety Protocols](#)
 - [New Construction Safety Protocols](#)
 - [Production Shop Safety Protocols](#)
 - [Home Preservation Safety Protocols](#)
 - [Main Office Safety Protocols](#)
7. I agree that if I start to experience any of the stated symptoms in paragraph 3 while volunteering or within 14 days after volunteering, or if I test positive for COVID-19 within 14 days of volunteering, I will notify my supervisor at Habitat, or the Director of Volunteer Engagement, Nicole StanekScott (nstanekscott@habitatmetrodenver.org) so that Habitat can implement its COVID-19 Exposure Plan in order to protect the health and wellbeing of the other volunteers and Habitat's staff.

By signing below, I acknowledge and agree to the provisions above, and I further agree that any and all claims of any kind relating to my potential exposure COVID-19 while volunteering for Habitat are fully waived and released as set forth in the Waiver.

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

Printed Name: _____ Date of Birth: _____

Signature: _____ Address: _____

Phone: (H) _____ (W) _____ Email: _____

For Volunteers under 18:

Parent Name: _____ Parent Signature _____