

Release and Waiver of Liability



This **Release and Waiver of Liability**, (the "Release"), executed on this _____ day of _____, 20____,

by _____, (the "Volunteer") PRINT

in favor of Habitat for Humanity Inc., a Canadian non-profit corporation and Regina Habitat for Humanity Inc., a provincial non-profit corporation and its ReStore division, their directors, officers, employees and agents, collectively ("Habitat").

The Volunteer desires to participate in a Habitat build or Habitat work projects or do work or projects associated with the Habitat ReStore. The Volunteer understands that the activities include construction or renovation of buildings or warehousing reusable building materials, hardware and appliances. The Volunteer does hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Release and Waiver.** The Volunteer does 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 of nature, either in law or in equity, which arise or may hereafter arise from the Volunteer's participation with Habitat.

The Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. The Volunteer also understands 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. **Medical Treatment.** The Volunteer does hereby release and forever discharge 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 participation with Habitat.

3. **Assumption of the Risk.** The Volunteer understands that Habitat builds, projects, or warehouse activities may be hazardous to the Volunteer and that any food, accommodations and medical facilities may be donated to Habitat and beyond the control of Habitat.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in their activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation with Habitat.

4. **Insurance.** The Volunteer understands that Habitat does 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.**

5. **Photographic Release.** The Volunteer does 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.

6. **Other.** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Country of Canada and the Province of Saskatchewan. This Release shall be governed by and interpreted by in accordance with the laws of the Country of Canada and the Province of Saskatchewan where it is executed. The Volunteer agrees that in the event that any clause or provision of the 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 provision of the Release which shall continue to be enforceable.

IN WITNESS WHEREOF,

the Volunteer has executed this Release as of the day and year first above written.

Witness: _____

Volunteer Signature: _____

Signature: _____

Address: _____

Phone: (H) _____

(W) _____

In case of emergency, please contact:

Name: _____

Relationship: _____

Phone: (H) _____

(W) _____