RELEASE AND WAIVER OF LIABILITY
for VOLUNTEERING WITH THE RESTORE

All volunteers must have a completed “Release and Waiver of Liability” on file with the Habitat ReStore’s volunteer program. Volunteers are required to complete a new waiver each year. If you do not have an updated Waiver of Liability form on file, you cannot volunteer with the Habitat ReStore. Please complete this form in ink, and return it the office of the Volunteer Program Manager.

This Release and Waiver of Liability (the “Release”) is executed on this ____ day of ____________, 20____ by ______________________________ (the “Volunteer”) in favor of the Habitat for Humanity ReStore serving Durham and Orange counties (Habitat ReStore), Habitat for Humanity of Durham, Habitat for Humanity of Orange County, Habitat for Humanity International Inc., and their respective directors, officers, trustees, employees, volunteer, and agents (collectively, the “Released Parties”).

The Volunteer desires to work as a volunteer for Habitat ReStore and engage in the activities related to being a volunteer (“Activities”). The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. Waiver and Release. The Volunteer does hereby release and forever discharge and hold harmless the Released Parties and their 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 the Volunteer’s participation in Activities with any of the Released Parties. The Volunteer understands that this Release discharges the Released Parties from any liability or claim that the Volunteer may have against the Released Parties with respect of any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer’s participation Activities whether caused by the negligence of the Released Parties or otherwise arising. The Volunteer also understands 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.

2. Medical Treatment. The Volunteer does hereby release and forever discharge the Released Parties 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 in Activities.

3. Assumption of the Risk. The Volunteer understands that Activities may include: working in the Habitat ReStore’s warehouse; lifting and moving moderately heavy items; working with hazardous materials such as cleaning solutions, gasoline, glass, and porcelain; and utilizing moving equipment such as hand trucks, flatbed carts, and pallet jacks. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities.

4. Insurance. The Volunteer understands 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, 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.

Continue to Other Side →
5. **Photographic Release.** The Volunteer does hereby grant and convey unto the Released Parties all right, title, and interest in any and all photographic images and video or audio recordings made by the Released Parties during programs or activities, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Sexual Offender Screening.** Habitat for Humanity ReStore screens all potential volunteers on the National Sex Offender Public Registry. Habitat for Humanity ReStore reserves the right to recheck sex offender status at any time during the volunteer process. By completing this application, you are submitting to such inquiry. Any person who does not consent to a sex offender registry check will not be permitted to become a volunteer with the Habitat for Humanity ReStore Durham and Orange Counties.

7. **Other.** The Volunteer expressly agrees that the Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of this state. The Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

To express understanding of and agreement with this Release, the Volunteer signs below.

**IMPORTANT:** If the Volunteer is less than 18 years of age, a custodial parent or legal guardian must also sign this Release.

**Service Agreement**

I, _______________________, state that the polices and expectations have clearly been explained to me.

I will adhere to the expectations set forth by the ReStore’s Volunteer program, and I understand that I can be dismissed from the program if I behave in any inappropriate manner. I will also follow the safety tips set out before me. I will not be compensated for my work, and if I want to transition into a long-term role, I realize that I will need to receive additional training.

<table>
<thead>
<tr>
<th>Signature of Volunteer</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If Volunteer is under 18, Signature of Parent/Guardian</th>
<th>Date</th>
</tr>
</thead>
</table>