

# RELEASE AND WAIVER OF LIABILITY

**NOTICE – THIS IS A LEGAL DOCUMENT THAT CONTAINS A GENERAL RELEASE. IT SHOULD BE READ CAREFULLY AND UNDERSTOOD FULLY BEFORE SIGNING.**

This Release and Waiver of Liability (the “Release”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ **[VOLUNTEER NAME, PRINTED]** (“Volunteer”) and his or her heirs, administrators, executors, legal representatives, successors, and assigns, in favor of HomeAid \_\_\_\_\_, Inc., a [state] non-profit corporation, the [name of] Home Builders Association, Inc., and their shareholders, directors, officers, parent or affiliated companies, trustees, employees, staff, members, contractors, volunteers, agents, successors, and assigns (collectively “HomeAid”).

The Volunteer desires to work as a volunteer for HomeAid and engage in the activities related to being a volunteer, including but not limited to constructing buildings and related activities (the “Activities”). In consideration of HomeAid’s accepting Volunteer as a volunteer, and for good and valuable consideration, the receipt of and sufficiency of which are acknowledged by Volunteer, Volunteer hereby freely, voluntarily, and without duress executes the following Release:

**Release and Waiver.** Volunteer covenants not to sue and does hereby release, forever discharge, defend, and hold harmless HomeAid from any and all liability, claims, demands, and causes of action of any kind or nature, either in law or in equity, that may arise from, occur during, or result from the Activities and/or Volunteer’s work or services for HomeAid, regardless of whether caused in whole or in part by an act or omission of HomeAid, provided that notwithstanding the foregoing, nothing in this Release shall be construed in any circumstance to constitute an indemnification of HomeAid against any liability, claim, or demand caused solely by the negligence or willful misconduct of HomeAid. Volunteer understands that this Release discharges HomeAid from any liability or claim that the Volunteer may have against HomeAid with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Activities and/or Volunteer’s work or services for HomeAid.

**Assumption of Risk.** Volunteers understands that the Activities and/or Volunteer’s work or services for HomeAid may be hazardous to Volunteer and may, in some situations, involve inherently dangerous activities, including but not limited to, construction, lifting, using tools and equipment, handling and installing materials, being on an active work site, loading and unloading, and transportation to and from the work site. Volunteer hereby expressly and specifically assumes the risk of damage, injury, harm, or death associated with the Activities and/or Volunteer’s work or services for HomeAid, and releases HomeAid from all liability for injury, illness, death, or property damage in connection therewith.

**Insurance.** Volunteer understands that, if injured while engaged in the Activities and/or Volunteer’s work or services for HomeAid, Volunteer’s insurance, if any, shall be primary and HomeAid’s insurance shall be secondary. HomeAid does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteer, including, but not limited to, secondary medical, health, or disability insurance in excess of what it currently provides.

**Medical Treatment.** Volunteer does hereby release and forever discharge HomeAid from any claim whatsoever that may arise or result from any first aid, treatment, or any like service rendered in connection with the Volunteer’s work or services.

**Consent.** Volunteer does hereby grant and convey unto HomeAid all right, title, and interest in any and all photographic images and video or audio recordings made by HomeAid during the Activities and/or Volunteer’s work or services for HomeAid, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of [name], and that this Release shall be governed by and interpreted in accordance with the laws of the State of [name]. Volunteer agrees that in the event that any clause or provision of this 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 provisions of this Release, which shall continue to be enforceable. Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and HomeAid shall be a state or federal court having jurisdiction over [county, state].

**VOLUNTEER SIGNATURE:** \_\_\_\_\_

**VOLUNTEER GROUP (if applicable):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**E-MAIL & PHONE:** \_\_\_\_\_

**EMERGENCY CONTACT NAME & PHONE:** \_\_\_\_\_

**California Use:** Volunteer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Volunteer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.