

# Volunteer Agreement, Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") is executed on this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer"), in favor of Greater Matthews Habitat for Humanity, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization<sup>1</sup>,

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing, repairing, and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

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

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<sup>1</sup> Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

**Release and Waiver.** I, the Volunteer, acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death (“Risks”). These Risks include, but are not limited to, exposure to and/or infection with COVID-19 and/or other viruses and/or bacterial infection even in ideal conditions, and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that, due to the nature of the Activities, social distancing of six feet per person will not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID-19 and/or other viruses and/or bacterial infection.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire provided by one or more of the Released Parties. I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time and to the best of my knowledge, I am a carrier of COVID-19 or infected with COVID-19. I further agree to follow all safety precautions outlined by any Released Party while volunteering.

In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct. In addition, the Released Parties shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which the Released Parties are subject.

I understand and acknowledge that by signing this Release I knowingly assume the Risks associated with the Activities. I also understand 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. Regarding any illness or virus, including COVID-19, I, the Volunteer, understand that even if I follow all guidelines for the prevention and handling of any illness or virus, including COVID-19, there is still a risk that Volunteer could contract such virus or illness.

*I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by the Released Parties, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.*

**Consent to Transportation and Medical Treatment.** I consent to the use of first aid treatment and the use of generic and over-the-counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize

the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

**Insurance.** I understand 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.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

**Confidentiality.** I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

**Photographic/Recording Release.** I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved, and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, I acknowledge that any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

**IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must complete the signature section below.** If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

**Name of Volunteer Under 18 Years Old:**

**Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:**

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives. **Furthermore, I understand that the above Volunteer Agreement, Release and Waiver of Liability is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to Habitat for Humanity International, Inc. or its affiliated organizations that I have the full authority to sign this on behalf of such minor(s).**

**Parent/Guardian:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Parent/Guardian:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

<b>EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR VOLUNTEER:</b>	
Name: _____	Relationship: _____
Address: _____	
Phone: (H) _____	(C/W) _____ E-mail: _____

**6/16/2020**

**COVID-19 Waiver of Liability for Providing Volunteer Services**

I, \_\_\_\_\_, desiring to volunteer my time and services for Greater Matthews Habitat for Humanity, Inc. ("Greater Matthews Habitat for Humanity") hereby acknowledge and agree to the following:

1. I acknowledge and understand the hazards of the novel coronavirus ("COVID-19") and further understand that Greater Matthews Habitat for Humanity is following State of North Carolina and Federal guidelines in order to mitigate the spread of COVID-19, while continuing to engage in Greater Matthews Habitat for Humanity's business operations including, but not limited to, promoting volunteer health and safety. I acknowledge that circumstances regarding COVID-19 are evolving and subject to change, and that, accordingly, State and Federal Guidelines are modified from time to time.
2. I acknowledge receipt of and agree to follow Center of Disease Control (CDC) and local health district guidelines and Greater Matthews Habitat for Humanity's policies and procedures for social distancing to reduce the spread of Novel Coronavirus, or COVID-19. This will require me to maintain six (6) feet of distance between myself, fellow volunteers, and patrons of the organization as much as possible. This procedure will be required for visitor-to-visitor contact as well to limit exposure. I further acknowledge and accept full responsibility for familiarizing myself with the most recent updates of CDC guidelines.
3. I agree to utilize the Personal Protective Equipment ("PPE") provided to me by Greater Matthews Habitat for Humanity. I further acknowledge that my temperature may be taken upon my arrival to the volunteer site or ReStore, and that if my temperature exceeds 100.0 degrees Fahrenheit, I will not be allowed to volunteer on that day. I agree to wash or sanitize my hands after using the restroom, sneezing, and coughing, and while engaging in any and all volunteer activities.
4. I understand that I may be informed of or encounter sensitive Personal Health Information (PHI) for those that Greater Matthews Habitat for Humanity serves. I agree to hold this information in confidence and will not disseminate any PHI except as allowed by law and/or per the policy and procedures of said organization which I am volunteering for.
5. I understand that there is no direct medical health coverage afforded to me during my relationship with Greater Matthews Habitat for Humanity. Greater Matthews Habitat for Humanity is not responsible for any potential exposure to Novel Coronavirus, or COVID-19, which is not a direct result of negligence on the part of their employees, volunteers, or the organization. Unless specifically stated in writing, I understand that there is no insurance coverage provided by the State of North Carolina.
6. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby choose willingly to participate in volunteer activities with Greater Matthews

Habitat for Humanity and hereby release, waive, discharge and covenant not to sue Greater Matthews Habitat for Humanity, its officers, directors, agents, and or assigns related to COVID-19, which might occur as a result of my presence on Habitat premises and participating in volunteer activities. I shall indemnify defend and hold harmless Greater Matthews Habitat for Humanity, N.C., Inc. (the "Releasees"), and against any and all claims, demands, suits judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of or relating to, directly or indirectly, the infection of COVID-19 or any other related illness. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER DISCHARGE and COVENANT NOT TO SUE the above-named Releasees. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of North Carolina and that venue, in any dispute, shall be Mecklenburg County.

7. I acknowledge that I have read the foregoing and that my execution of this Agreement is a condition precedent to inducement for permission to volunteer for Greater Matthews Habitat for Humanity. I further acknowledge that I am signing this Agreement voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written Agreement have been made.
8. I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

By signing below, I agree to comply with the written instructions above. Failure to comply with these written instructions or verbal instructions from staff may result in my volunteer privileges being removed and I may be asked to leave the premises.

**Name of Volunteer Under 18 Years Old:**

\_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:**

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.

**Parent/Guardian:**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Volunteer Code of Conduct

1. Volunteers will relate to staff, volunteers, shoppers, and donors in a warm and friendly manner, and are courteous at all times.
2. Volunteers will accept supervision from staff and lead volunteers and will obey any reasonable request by their supervisor.
3. Volunteers will contact staff member or lead volunteer immediately with injuries or problems. Volunteer safety is very important to us, volunteers are responsible to exercise reasonable care, and to use accepted safety precautions in carrying out assigned duties.
4. Volunteers will not use any inappropriate language.
5. Stealing or willful damage of any property is wrong, will not be allowed, and will result in immediate removal from the build site, ReStore, or other volunteer location and possible legal action.
6. GMHFH is a drug-free environment. Any volunteer considered to be impaired will be asked to discontinue volunteer services immediately, and will not be allowed to return.
7. Verbal or physical abuse is never tolerated.
8. Volunteers are to dress appropriately for work on the site or in the ReStore:
  - a. **Construction**
    - i. All Personal Protective and safety equipment as advised by staff or lead volunteers must be worn during designated tasks.
    - ii. Shirts that display offensive advertising or writing are not allowed.
    - iii. Excessively tight clothing, short shorts, clothes that reveal bare backs, bare midriffs, or similar types of clothing is also prohibited.
    - iv. Jewelry may be work as long as it is close enough to the body to not be a safety hazard while working.
    - v. Closed-toe shoes are required at all times!
  - b. **ReStore**
    - i. ReStore volunteers must wear Greater Matthews Habitat for Humanity t-shirts, vests or aprons as well as name-tags.
    - ii. All Personal Protective and safety equipment as advised by staff or lead volunteers must be worn during designated tasks.
    - iii. Tank tops, shirts with spaghetti straps, muscle shirts, hoodies, or shirts that display offensive advertising or writing are not allowed.
    - iv. Excessively tight clothing, short shorts, clothes that reveal bare backs, bare midriffs, or similar types of clothing is also prohibited.
    - v. Jewelry may be work as long as it is close enough to the body to not be a safety hazard while working.
    - vi. Closed-toe shoes are required at all times!
9. Personal cell phone use is not allowed on the ReStore floor or on the active construction site. Cell phone should only be used in the designated volunteer and staff break areas and should be kept at a minimum outside of volunteer breaks.
10. No headphones, ear-plugs, mp3/iPod use are allowed on the ReStore floor.
11. Anything considered to be a weapon is not permitted on the premises. A "license to carry" does not restrict our right as a corporation to regulate the possession of weapons on our property; therefore all firearms, handguns, knives and ammunition are prohibited on Habitat property.
12. Volunteers who smoke may only do so in designated areas. All butts must be disposed of properly.
13. Volunteers will not engage in any activities that may be considered a conflict of interest.
14. Use appropriate recycle and trash bins for food and drink wrappers, bottles, or cans.
15. Return tools or cleaning supplies back to the location where they are stored when you have completed a task.
16. No volunteer will have any financial interest or receive any compensation or gratuities.
17. GMHFH management has the right to terminate your volunteer opportunity if you break any of the policies outlined on this sheet.