WAIVER AND RELEASE OF LIABILITY

Being the undersigned volunteer, I hereby acknowledge that I desire to perform volunteer construction and other services for Habitat for Humanity of Forsyth County, Inc. ("Habitat"). I am aware that working on a construction project involves certain risks, which may include bodily injury and property damage. This is typical of any construction project on which persons are using equipment, tools and construction materials. In addition, I acknowledge that those persons working on a Habitat construction project are often not professionally trained in the construction industry and that such training is not a requirement to work on such a project. I further acknowledge that such persons are generally not Habitat employees and Habitat does not supervise their work. Therefore, for good and adequate consideration received, including but not limited to the opportunity to participate in Habitat projects and services, I acknowledge and agree as follows:

(1) **Release**. Habitat is not and will not be responsible for any accident, injury or damages of whatever nature that may occur to me while performing construction or other services for Habitat, or as part of a Habitat project. I hereby for myself, my successors and assigns, forever waiver, release, discharge and hold harmless Habitat and its successors, assigns, and former or current directors, officers, agents and employees, from any and all liability, lawsuits and/or claims which may arise from or otherwise be connected with a Habitat project or service, including but not limited to any physical injury, or other injury or damage to me or my property. This release shall apply regardless of the person or entity that caused the damage or injury to me, including but not limited to the parties released herein. Further, the owners of any land or lands adjacent to or near a Habitat work project who have agreed to allow Habitat and its volunteers to use said lands for the purpose of parking, storing materials, or any other purpose related to the Habitat project, are not responsible for, and I will not hold them responsible for, any accident, injury or damages of whatever nature that may occur to me or my property while I am performing construction or other services for Habitat or as a part of a Habitat project, and I further waive and release such owners from liability in the same manner as I have released Habitat above in this paragraph.

(2) **Insurance**. I understand that Habitat has only limited medical liability insurance. I am solely responsible for ensuring that I have adequate insurance coverage for any injuries or damages sustained by me while participating in a Habitat project or service. I understand that at no time am I to be considered an "employee" of Habitat, and I acknowledge and agree that any time I spend on a Habitat project is done on a completely voluntary basis.

(3) **Photograph and Audio/Visual Release**. Habitat will have the exclusive right to use any and all photographs, video and audio recordings of me taken in connection with a Habitat project or service, and is entitled to all compensation related thereto including, but not limited to, any royalties, proceeds or other benefits derived from those photographs or recordings.

(4) **Governing Law**. This release shall be governed and construed in accordance with the laws of the State of North Carolina.

I HAVE READ THIS RELEASE, I UNDERSTAND AND CONSENT TO ITS TERMS, AND I VOLUNTARILY SIGN THIS RELEASE OF MY OWN FREE ACT AND WILL.

_____ _____

Today's Date Volunteer Signature

PLEASE PRINT ALL INFORMATION CLEARLY:

Name: _____ Date of Birth: _____/_____/_____

Mailing Address: _____
(Street) (City) (State) (Zip)

Telephone: home: _____ work: _____ cell: _____

Email address: _____

Emergency Contact: Name: _____ Relationship: _____Telephone:_____

If volunteering as part of a group, indicate group name: _____