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Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 2005, by _____ (the "Volunteer") in favor of HABITAT FOR HUMANITY OF BUTTE COUNTY, a nonprofit corporation organized and existing under the laws of the State of California, USA, and Butte County Habitat for Humanity, their directors, officers, employees, and agents (collectively, "Habitat").

I, the Volunteer, desire to work as a volunteer for Habitat for Humanity of Butte County and engage in the activities related to being a volunteer for a work project. I understand that the activities may include but are not limited to, traveling to and from other cities and towns, consuming food and living in accommodations available and provided away from home, working in the Habitat offices, constructing and rehabilitating residential buildings and other construction related activities.

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

1. Waiver and Release. I, the Volunteer, release and forever discharge and hold harmless Habitat and its 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 my work for Habitat.

I understand and acknowledge that this Release discharges Habitat from any liability or claim that I, the Volunteer, may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation with Habitat for Humanity of Butte County. I also understand that, except as delineated, 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, in the event of injury, illness, death or property damage (see insurance requirements below).

2. Insurance. I, the Volunteer, understand that, except as otherwise agreed to by Habitat in writing; Habitat does not carry or maintain health, medical, or disability insurance coverage for any volunteer.

3. Medical Treatment. Except as otherwise agreed to by Habitat in writing, I hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Habitat.

4. Assumption of the Risk. I understand that my time with Habitat may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. So, I recognize and understand that my time with Habitat may, in some situations, involve inherently dangerous activities.

I hereby expressly and specifically assume the risk of injury or harm in these activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the activities of my time with Habitat.

5. Photographic Release. I 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 my work for Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree 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.

To express my understanding of this release, I sign here with a witness.

Volunteer: Name: *(please print)* _____

Signature _____ Date _____

Witness: Name: *(please print)* _____

Signature _____ Date _____