

2022 Minor Volunteer Agreement, Release and Waiver of Liability

This document explains possible risks of volunteering and includes liability waivers, consents, and other legal agreements.

In return for being allowed to participate in Volunteer Activities (as defined below) and all related activities, including any activities incidental to such participation, the undersigned Parent/Legal Guardian of Volunteer who is under age 18 (hereafter referred to using "I", "me", or "my") agrees as follows:

"Activities" shall include all volunteer opportunities provided by Habitat EBSV including, without limitation: working at Habitat EBSV offices and construction sites (including sites owned by subsidiaries of Habitat EBSV); working for Habitat EBSV ReStores; loading/unloading materials; traveling to and from volunteer locations; consuming food available or provided; assisting in disaster relief areas; repairing, and rehabilitating existing buildings; other construction-related activities.

Policies and Safety Rules. I will comply with Habitat EBSV's volunteer policies, safety rules, conduct expectations, and other directions. I understand that noncompliance may result in termination of my volunteer status. I acknowledge that I do not have any physical limitations, medical ailments, or other limitations that would limit or prevent me from participating the Activities.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat EBSV sites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of construction-related 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 minors who will attend and/or participate in the Activities with me.

Volunteer Not an Employee. I understand that (a) I am not an employee of Habitat EBSV or any Released Party, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any Habitat EBSV or Release Parties' insurance, health care, worker's compensation, or other benefits. Habitat EBSV may terminate my volunteer status at any time, for any or no reason.

Risks Associated with Volunteering. Volunteering for Habitat EBSV has risks. These risks may arise in a variety of ways. They include, without limitation: exposure to lead, asbestos and mold (all of 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), lifting heavy objects or otherwise exerting myself, handling glass materials, using hot or sharp objects or other tools, being exposed to dust, loud noises, and interacting with and being in the presence of other volunteers, visitors and other people. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near Habitat EBSV's volunteer locations or encountered when traveling for Habitat EBSV activities offsite.

COVID-19. I understand that even if Habitat EBSV, I, and other persons present at Habitat EBSV's volunteer locations follow all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases. Due to the nature of the Activities, social distancing of six feet per person will not always be possible and I acknowledge that my participation in the Activities may result in an elevated risk of contracting COVID-19 or other infectious diseases.

I will follow all requirements in place by Habitat EBSV in connection with COVID-19. Habitat EBSV will have certain preventative measures in place, consistent with CDC guidelines; however, Habitat EBSV cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. Prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire, provide proof of vaccination for COVID-19, and/or provide a negative COVID-19 test.

I certify that I (a) do not currently or within the past 14 days have not experienced any symptoms associated with COVID-19, (b) do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19, (c) have not traveled internationally or to a highly-impacted area within the United States in the past 14 days, and (d) have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities.

I agree to self-monitor for signs and symptoms of COVID-19 and, contact Habitat EBSV at volunteer@habitatebsv.org if I experience symptoms of COVID-19 within 14 days after participating in any Volunteer Activity.

Awareness and Assumption of Risk. I understand the information above and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for Habitat EBSV; (b) engage in the Activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Habitat EBSV volunteer locations or elsewhere, that may result, directly or indirectly, from my presence at Habitat EBSV volunteer locations or participation as a Habitat EBSV volunteer, regardless of the cause.

Waiver and Release of Claims. I waive, release, forever discharge and hold harmless Habitat EBSV, Habitat for Humanity International, Inc., and/or their respective affiliates, officers, directors, trustees, employees, sub-contractors, sponsors, donors, volunteers and agents (the "Released Parties" and each, a "Released Party") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my family, estate, heirs, executors, administrators, assigns, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at Habitat EBSV volunteer locations or participation in the Activities. This release and

waiver includes all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Released Parties on the basis of these waived and released claims. The Released Parties shall also 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.

Hold Harmless. I agree, on behalf of myself, my family, estate, heirs, executors, administrators, assigns, or legal representatives, to indemnify and hold harmless the Released Parties from any and all claims for compensation, personal injury, property damage or wrongful death caused by my negligence or willful misconduct in the performance of the Activities.

Section 1542 Waiver. I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to any claims I may have against the Released Parties.

Medical Care Consent and Waiver. I authorize Habitat EBSV or any other Released Party to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that Habitat EBSV or any other Released Party is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that Habitat EBSV or any other Released Party does not provide health, medical, disability, or other insurance coverage for me.

Confidentiality. I agree that in the course of my participation in the Activities, I may have access to confidential, personal and/or health care information of Habitat EBSV and other persons. At all times during and after my participating in Activities, I agree to maintain the confidentiality of such information, to use such information only as necessary to participate 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, voice and story (collectively, the "Materials"), made by or on behalf of any of the Released Parties during my Activities. The Released Parties may use the Materials for any purpose without obtain my approval. The Released Parties will be entitled to any and all royalties, proceeds or other benefits derived from the use of the Materials. I understand that (a) I will not have any ownership interest in or to the Materials and (b) I will not receive any compensation in connection with the Released Parties' use of the Materials. 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 Materials. I grant the Released Parties all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation. If applicable, I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

General Provisions. I understand that this agreement will be binding for so long as I am a volunteer at Habitat EBSV. This agreement will run in favor of, and may be enforced by, each of the Released Parties, and will bind my family, estate, heirs, executors, administrators, assigns, or legal representatives. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be unenforceable, the other terms remain effective. This agreement will be governed by California law.

I have read this agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to me and to other persons. I acknowledge that any questions of mine have been answered, and I voluntarily agree to the above provisions.

I affirm that I am the parent or legal guardian of the volunteer and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the volunteer and to make decisions for the participant regarding volunteering. I also waive and release Released Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the volunteer's participation in the Activities.

Volunteer Name: _____ Date of Birth (mm/dd/yyyy): _____

Name of Parent/Legal Guardian: _____

Signature (Parent/Legal Guardian)

Date

Email: _____

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

Phone: (H) _____ (C) _____ (W) _____