

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

**THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY** (the Release), by the Volunteer in favour of Habitat for Humanity Ontario Gateway North, a Provincial non-profit corporation and their directors, officers, employees, volunteers, agents, successors and assignees (Habitat). The Volunteer desires to participate in the Habitat program and the activities related to the work project. The Volunteer understands that the activities may include preparation and sale of used materials, various homebuilding and fundraising activities, and activities incidental to the other foregoing (herein called the Habitat Program). The Volunteer understands that the Habitat Program may include activities that may be hazardous to the Volunteer and that food, accommodations and medical facilities may be donated to Habitat and beyond the control of Habitat.

**RELEASE AND WAIVER:** The Volunteer does hereby release and forever discharge Habitat from any and all liability, claims, negligence, causes of action and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Volunteer's participation in the Habitat Program.

**INDEMNITY:** The Volunteer further agrees to indemnify and save harmless Habitat for any claim or causes of action arising by reason of the Volunteer's participation in the Habitat Program. The Volunteer understands that the Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat or with respect to any bodily injury, illness, death, property damage or any other claim that may result from the volunteer's participation in the Habitat Program. The Volunteer also understands that Habitat does not assume any responsibility for or obligation to provide financial or other assistance to the volunteer, including but not limited to medical, health or disability insurance. The Volunteer understands that Habitat does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Such coverage is the sole responsibility of the Volunteer.

**MEDICAL TREATMENT:** The Volunteer does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's participation in the Habitat Program. Habitat cannot guarantee that medical personnel will be present at the site.

**PHOTOGRAPHIC RELEASES:** The Volunteer does hereby 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 the Habitat Program, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings. The volunteer authorizes Habitat to use his or her photo and name for promotional and public relations purposes.

**INDEPENDENT LEGAL ADVICE:** The Volunteer acknowledges that he or she has been given the opportunity to obtain independent legal advice prior to the execution of the Release and has either obtained same or chosen to waive such independent legal advice.

**OTHER:** This Release shall be governed by and interpreted in accordance with the laws of the country of Canada and the province within which it is executed. The Volunteer agrees that in the event that any clause or provision of the 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 provision of this Release which shall continue to be enforceable.



We build strength, stability and self-reliance.

**IN WITNESS WHEREOF** the Volunteer has executed the Release as of the day and year first written below. The Volunteer agrees that they have read, understood and agree to the terms of the Release.

\_\_\_\_\_  
Printed Name of Volunteer

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\*\* If the volunteer is age 16 or 17, this waiver must be signed by their Parent or Legal Guardian. In doing so, the individual indemnifies the issuer on behalf of the volunteer, as set forth in this waiver.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date