

# WAIVER OF LIABILITY

**Important: Each volunteer must read and sign the “Release and Waiver of Liability” before volunteering on a Habitat for Humanity of San Antonio or Guadalupe Valley Habitat for Humanity site. Please complete this form and hand it in to a Habitat for Humanity staff member before you volunteer.**

This Waiver of Liability (the “Waiver”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ (the “Volunteer”) in favor of HABITAT FOR HUMANITY OF SAN ANTONIO, INC., a nonprofit corporation organized and existing under the laws of the State of Texas, USA, and also Doing Business As (D/B/A) Guadalupe Valley Habitat for Humanity, and a partner with Habitat for Humanity International, Inc. in Americus, GA, and both of their directors, officers, employees, and agents (collectively, “Habitat”).

I, the Volunteer, desire to work as a volunteer for Habitat for Humanity of San Antonio and/or D/B/A Guadalupe Valley Habitat for Humanity and engage in the activities related to being a volunteer for a work project.

I hereby freely and voluntarily, without duress, execute this Waiver 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 volunteer work with Habitat.

I understand and acknowledge that this Waiver discharges Habitat from any liability or claim that I, the Volunteer, may have against Habitat with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the Habitat work site. I also understand that 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.

**2. Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of Habitat beyond what may be offered freely by the representative of Habitat in the event of such injury or medical expense.

**3. Medical Treatment.** 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. 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 Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver 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.

\_\_\_\_\_  
Volunteer’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Print Volunteer’s Name

\_\_\_\_\_  
Organization (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

*Revised: October 15, 2021*