



## RELEASE AND WAIVER OF LIABILITY

For and in consideration of the opportunity to work as a volunteer, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby release and agree to hold harmless (on my own behalf and on behalf of my heirs, personal representatives, successors, and assigns) **Milwaukee Habitat for Humanity, Inc.**, a Wisconsin nonstock corporation, and all of its affiliates, officers, directors, employees, agents, authorized representatives, invitees, licensees, and frequenters (altogether, collectively, "**Habitat**"), from any and all claims, demands, suits, losses, damages (including death), costs, expenses, obligations, judgments, and other forms of liability to third parties, whether actual or claimed (altogether, including reasonable attorneys' fees, "**Liabilities**") that I may sustain or suffer in connection with my voluntary participation in any activity sponsored, organized, or for the benefit of Habitat (collectively, the "**Activities**"), which Activities may include, without limitation, building construction, building rehabilitation, office or volunteer administration, and related travel.

**1. Release.** I HEREBY **FOREVER RELEASE, WAIVE, AND DISCHARGE HABITAT FROM ANY AND ALL LIABILITIES** THAT MAY ARISE OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN ANY OF THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENT ACT OR OMISSION OF HABITAT OR OTHERWISE. I FURTHER HEREBY AGREE TO **SAVE AND HOLD HARMLESS HABITAT FROM ANY AND ALL LIABILITIES** THAT MAY ARISE OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN ANY OF THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENT ACT OR OMISSION OF HABITAT OR OTHERWISE.

I understand this to mean that I and my heirs and assigns agree not to sue Habitat for any loss or damage to my property or for any injuries I sustain, including death, arising out my participation in the Activities.

I hereby agree that this Release and Waiver of Liability extends to all negligent acts of omissions of Habitat during and in connection with the Activities, including but not limited to negligent maintenance of premises, maintenance of vehicles, rescue operations, first aid, treatment, or service rendered in connection with the Activities.

**2. No Insurance.** 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 my injury or illness. I further acknowledge that Habitat does not carry or maintain any health, medical, or disability insurance coverage for me except as otherwise agreed to by Habitat in writing.

**3. Assumption of Risk.** I hereby acknowledge that THE ACTIVITIES THAT I AM ENGAGING IN MAY BE DANGEROUS AND INVOLVE RISK OF PROPERTY DAMAGE, SERIOUS INJURY, ILLNESS, OR DEATH. I am voluntarily participating in the Activities. I expressly agree to assume full responsibility for and the entire risk of any Liabilities -including (without limitation) any damage to my property, bodily injury, illness, or death-that I may suffer as a result of my participation in the Activities whether such risk results from any negligent act or omission on the part of Habitat or otherwise.

**4. Photographic Release.** I hereby grant and convey to Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during my participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**5. Construction and Severability.** I agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted under Wisconsin law and that in the event any clause or provision of this Release and Waiver of Liability shall be held to be invalid, the validity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.

**6. Legal Rights.** I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY. I FULLY UNDERSTAND THIS DOCUMENT, AND THAT IT SUBSTANTIALLY LIMITS MY LEGAL RIGHTS. I AM NOT RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY REPRESENTATIVE OF HABITAT WHEN I SIGN THIS DOCUMENT, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT,

**Over for additional information, signature required**

**Please PRINT and write legibly**

I am volunteering as an **INDIVIDUAL**

I am volunteering with a **GROUP**

\_\_\_\_\_  
Group Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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Address

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City

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State

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Zip code

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Phone number

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Email Address

I do not wish to receive mailings, newsletters or updates from Milwaukee Habitat for Humanity