

RELEASE AND WAIVER OF LIABILITY FOR MINORS

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20____, by _____, a minor child (the "Volunteer"), and _____, the parent having legal custody and/or the legal guardian of the volunteer (the "Guardian"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Mesilla Valley Habitat for Humanity of Las Cruces, a New Mexico nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Mesilla Valley Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardian understand that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Mesilla Valley Habitat.

The Volunteer and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver: Volunteer and Guardian do hereby release and forever discharge and hold harmless Mesilla Valley Habitat and its successor 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 Volunteer's activities with Mesilla Valley Habitat.

Volunteer and Guardian understand that this Release discharges Mesilla Valley Habitat from any liability or claim that the Volunteer or Guardian may have against Mesilla Valley Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Mesilla Valley Habitat, whether caused by the negligence or Mesilla Valley Habitat or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that Mesilla Valley 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 or illness.

It is the policy of Mesilla Valley Habitat that children under the age of 14 not be allowed on a Mesilla Valley Habitat worksite while there is construction in progress. It is further the policy of Mesilla Valley Habitat that, while children between the ages of 15 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

Medical Treatment: Volunteer and Guardian do hereby release and forever discharge Mesilla Valley 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 Activities with Mesilla Valley Habitat or with the decision by any representative or agent of Mesilla Valley

Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

Assumption of Risk: The Volunteer and Guardian understand that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release Mesilla Valley Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: The Volunteer and Guardian understand that, except as otherwise agreed to by Mesilla Valley Habitat in writing, Mesilla Valley Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release: Volunteer and Guardian do hereby grant and convey unto Mesilla Valley Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Mesilla Valley Habitat during the Volunteer's Activities with Mesilla Valley Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico. Volunteer and Guardian 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.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the day and year first above written.

Volunteer: _____ **Witness:** _____

Parent/Guardian: _____ **Witness:** _____

Parent/Guardian: _____ **Witness:** _____

Address: _____ **Phone (H):** _____

_____ **(W):** _____