

## Habitat for Humanity Greater Ottawa

### VOLUNTEER RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release, Waiver of Liability and Indemnity Agreement (the "Release") is executed on this date, \_\_\_\_\_ by \_\_\_\_\_ (the "Volunteer") and (in the case of a minor child) \_\_\_\_\_ the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favour of Habitat for Humanity Greater Ottawa and Habitat for Humanity Canada, their directors, officers, members, employees, independent contractors, agents partner families and all sponsors and companies or individuals donating or providing goods and services to Habitat for Humanity (collectively known as "Habitat").

The Volunteer (and Guardian) desires that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer (and Guardian) understands that the Activities may include, but are not limited to, construction, deconstruction, rehabilitating buildings, landscaping, working in Habitat's office or ReStore and working at special events. The Volunteer (and Guardian) may work at various indoor and outdoor locations throughout the Greater Ottawa region.

#### **BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!**

The Volunteer (and Guardian) hereby freely, voluntarily and without duress executes this Release under the terms below:

1. **RELEASE AND WAIVER:** Volunteer (and Guardian) and Volunteer's heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive, discharge and covenant not to sue or commence any action against Habitat and its successors and assigns from or for all liability and does hereby waive against Habitat all recourses, proceedings, claims and causes of action of any kind or nature whatsoever, in respect of any personal injury, illness, death, property damage or loss which Volunteer may suffer, from or arising out of or connected with Volunteer's participation in the Activities, whether caused by the negligence of Habitat or otherwise.

2. **INDEMNITY:** Volunteer (and Guardian) and Volunteer's heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby acknowledge and agree to hold harmless Habitat from any loss, liability, damage, expenses, costs, claims or proceedings they may incur due to Volunteer's participation in the Activities, whether caused by the negligence of Habitat or otherwise. Volunteer (and Guardian) hereby assumes full responsibility for and risk of personal injury, illness, death, property damage or loss due to the negligence of Habitat or otherwise, arising out of or connected to Volunteer's participation in the Activities.

3. **MEDICAL TREATMENT:** Volunteer (and Guardian) and Volunteer's heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive 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 Volunteer's Activities with Habitat. Volunteer (and Guardian) acknowledge and accept that such medical services as may be available may be performed by volunteers or outside agencies and that Habitat has no control or responsibility for the quality of medical attention that may be provided.

4. **ASSUMPTION OF RISK:** The Volunteer (and Guardian) understands that the Activities include work that may be hazardous to the Volunteer and that Habitat's goods and equipment may be donated to Habitat and may be beyond the control of Habitat. The Volunteer (and Guardian) hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for personal injury, illness, death or property damage or loss resulting from the Activities.

Habitat retains the right to limit or prohibit participation of the Volunteer in any activities of Habitat if Habitat determines that such participation will not be in the best interests of either it or the Volunteer. The Volunteer (and Guardian) understands that s/he will be responsible for the payment of any expenses incurred as a result of application of this section.

5. **INSURANCE:** The Volunteer (and Guardian) understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

6. **PHOTOGRAPHIC RELEASE:** Volunteer (and Guardian) 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 Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such

photographs or recordings. Any intellectual property rights (i.e. trademark or copyright) from any form of photographs belong exclusively to Habitat.

7. OTHER: Volunteer (and Guardian) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario and that this Release shall be governed by and be interpreted in accordance with the laws of the Province of Ontario. The Volunteer (and Guardian) agree that if any portion of this Release is held 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 in full legal force and effect. Volunteer (and Guardian) also acknowledge that no oral representations, statements or inducements apart from this Release, Waiver of Liability and Indemnity Agreement have been made. Anyone who signed the document thereby agree to waive any and all claims with respect to any cause whatsoever including negligence or a breach of any duty of care owed under the *Occupiers Liability Act* R.S.O, as amended, and the *Negligence Act*, R.S.O. as amended.

8. HABITAT FOR HUMANITY GREATER OTTAWA – PRIVACY OF INFORMATION STATEMENT: Habitat for Humanity Greater Ottawa does not sell, trade, rent or in any way distribute Volunteer’s personal information. We use your information to provide services and to keep you periodically informed of our activities including programs, funding needs, special events, and opportunities to volunteer or to give. If you do not want us to contact you, please notify us by email at [volunteer@habitatgo.com](mailto:volunteer@habitatgo.com), by telephone, or by mail, with your full name and address. We will remove your name from our confidential list within 30 days of receipt. Otherwise, by signing this Release, you are consenting to the use of your personal information for the above-noted purposes. Our Privacy Policy can be viewed at [www.habitatgo.com](http://www.habitatgo.com).

**By signing below, the volunteer acknowledges that he/she has read this form and has had the opportunity to obtain independent legal advice with respect to it and understands that it contains a full and final release of all claims that she/he may have against Habitat GO relating to his/her volunteer experience.**

Yes, I have seen and/ or read the Safety Presentation.

\_\_\_\_\_  
Name of Volunteer (Printed)

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

\_\_\_\_\_  
Name of Parent/Guardian (Printed) (if applicable)

\_\_\_\_\_  
Signature of Parent/Guardian (if applicable)

\_\_\_\_\_  
Name of Witness (print)

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

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### **Volunteer Contact Information**

#### ***\*Mandatory Information***

**\*Name** \_\_\_\_\_

**\*Address:** \_\_\_\_\_

**\*City, Province & Postal Code:** \_\_\_\_\_

**\*Telephone No.:** \_\_\_\_\_

**\*E-mail address:** \_\_\_\_\_

**\*Date of Birth:** \_\_\_\_\_

**\*In Case of Emergency:**

**\*Name:** \_\_\_\_\_ **\*Relation:** \_\_\_\_\_

**\*Telephone No.:** \_\_\_\_\_

**\*Medication taken:** \_\_\_\_\_

**\*Allergies to medication or food (if life threatening):** \_\_\_\_\_

**\*Physical Limitations/Special needs:** \_\_\_\_\_