

## **Release and Waiver of Liability**

### For Volunteers under the Age of 18

<u>Please bring to site on the scheduled workday</u>. This form is available online at <u>www.habitatgoldsboro.org</u> Note: Children under the age of 16 are not allowed on a Habitat construction site for any reason.

#### **Dear Volunteer:**

We appreciate your child's interest in volunteering with Habitat for Humanity of Goldsboro- Wayne County. Habitat
volunteers perform the majority of all labor done on our homes. This translates into a considerable cost savings, helping to
provide affordable housing for families in need. While we take every precaution to ensure a safe, enjoyable work
experience for our volunteers, construction sites do present certain dangers. Habitat relies on mature, responsible
volunteers, capable of working with minimum supervision.
This Release and Waiver of Liability (the "Release") executed on this day of,
20, by (the "Volunteer") in favor of Habitat for
Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Goldsboro-Wayne, Inc., a North Carolina nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").
The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the
"Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential
buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat. The Volunteer pledges to:
refrain from engaging in any inappropriate, offensive or harassing language, conversation or behavior; follow the basic
safety rules outlined below; follow any additional direction and job specific information provided by the supervisor or crew
leader. Failure to do so may result in being asked to leave the site and may result in losing the ability to volunteer.
Basic Safety Orientation: Listen to full instructions from site supervisors or ReStore supervisors; no horseplay on job site;
wear safety glasses, hard hats and gloves on construction sites or if appropriate at the ReStore/warehouse; no alcohol on
job sites; smoking in designated areas only; use proper lifting techniques/lift with your legs; know where the first aid kit and
water cooler are; take breaks when necessary; be cautious when on ladders/scaffolding; follow instructions for specific
equipment such as saws; watch for trip hazards; report any unsafe conditions to the site supervisor or ReStore supervisor;
don't push yourself beyond what you feel comfortable doing; return all tools and safety equipment to proper spot at the
end of the day.
Volunteers also are recommended to take the "Volunteering on a Habitat for Humanity Job Site" safety course, whether
volunteering on construction or at the ReStore. Link and directions can be found at <a href="www.habitatgoldsboro.org/volunteer">www.habitatgoldsboro.org/volunteer</a> .
Accordingly, it is our policy to require the execution of this Consent Waiver of Liability Form by a parent or guardian of
volunteers under the age of 18. Please acknowledge your consent and agreement to the following by signing below:
I am the parent and/or legal guardian of (full name of the Volunteer).
(the Volunteer) has my permission to work as a volunteer with Habitat
for Humanity of Goldsboro-Wayne County. I understand that if my child is 16, then he/she may work on the construction
site or in the ReStore with adult supervision. I understand that if my child is between the age of 13 and 16, then he/she may
work in the Restore with a parental supervisor.
The Parent/Legal Guardian of the Volunteer hereby freely, voluntarily, and without duress executes this Release under
the following terms:

Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from

**Release and Waiver.** Volunteer does hereby 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 Volunteer's Activities with Habitat.

Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands 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 or illness.

**Medical Treatment.** Volunteer and Guardian do 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 Activities with Habitat or with the decision by any representative or agent of 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.

**Insurance.** The Volunteer and Guardian understand 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.

**Photographic Release.** Volunteer and Guardian do 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.

**Sex Offender and Criminal Background Check.** Habitat for Humanity of Goldsboro-Wayne reserves the right to check the sex offender registry, and criminal background checks will be conducted for all volunteers working eight or more hours each month and/or has contact with vulnerable populations such as children, the elderly, or persons with disabilities. Habitat reserves the right to recheck sex offender and criminal status, as well as the right to refuse volunteers appearing on the database at anytime during the volunteer's service.

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## **Habitat for Humanity Volunteer Code of Conduct**

Becoming a Habitat volunteer comes with great rewards and responsibilities. Volunteers like you are representatives of Habitat for Humanity and its ministry. When you accept a volunteer role with Habitat for Humanity, you are committing to act in a way that promotes Habitat's mission, respects the local community, and ensures the safety of all participants. In addition to complying with all laws, regulations and Habitat for Humanity policies, all volunteers are expected to follow the volunteer code of conduct outlined below.

- 1. Promote a respectful community: Treat all volunteers, employees and community members with respect, courtesy, and dignity. This includes avoiding the use of humiliating, demeaning, offensive, or otherwise insensitive language that fails to respect the dignity of the person. Volunteers are also expected to refrain from engaging in intimidation, physical, sexual, and/or emotional violence toward others. Help promote a welcoming, respectful environment by making efforts to understand and honor the local culture and by following all rules and policies set forth by a Habitat program staff member or supervising volunteer. Use of social media should be governed by the principles of respecting and protecting vulnerable populations while preserving their dignity and privacy. You are discouraged from posting anything on social media that permits beneficiaries from being identified and/or traced.
- 2. Respect the human rights of all people and protect beneficiaries and community members from exploitation and abuse. All Habitat volunteers must model behavior consistent with the Habitat for Humanity International Safeguarding Policy which protects staff, beneficiaries, and community members (especially vulnerable adults and children) from exploitation and abuse. Inappropriate physical or sexual relationships with other volunteers is prohibited. Under no circumstances, may volunteers engage in sexual activity with a child (a person under the age of 18, regardless of the legal age of consent and local laws), any Habitat staff or beneficiaries, or any community members. This includes not procuring commercial sex acts, even where such activities are permitted by local laws
- 3. **Prioritize site safety**: Safety rules and guidelines on the volunteer site have been created to keep you and others safe as you volunteer and must be followed. Activities that pose a safety risk to yourself or others should be avoided. Report any unsafe working conditions to the onsite supervisor.
- 4. **Uphold a zero-tolerance policy for alcohol, drugs and weapons**: The purchase or possession of drugs or weapons is strictly prohibited on Habitat for Humanity property and volunteer sites. The purchase or possession of alcohol is also strictly prohibited on Habitat for Humanity volunteer sites, even if permitted by local laws or by the laws of the volunteer's home country.
- 5. Follow the gift giving policy: To avoid potential misunderstandings, embarrassment, injured feelings or jealousy, volunteers are asked not to exchange gifts with Habitat beneficiaries, staff members or community members without consulting Habitat staff. Volunteers may speak with a staff member about appropriate ways to exchange gifts and our staff is happy to suggest gifts that will benefit the entire community.
- 6. **Protect ministry assets**: Use reasonable care to protect all Habitat for Humanity resources. Stealing, misappropriation or diversion of Habitat for Humanity funds, property, or other assets for personal benefit is not permitted, nor is otherwise engaging in fraudulent activity regarding Habitat for Humanity's assets, operations, or beneficiaries.

Signed.

- 7. **Maintain confidentiality**: Build trust with other volunteers and Habitat for Humanity by respecting the confidentiality of volunteers, staff, Habitat beneficiaries, and community members. Unless you receive prior written approval from HFHI, you will not disclose confidential HFHI information or confidential information given to you by others.
- 8. **Speak up!**: Habitat for Humanity embraces a "see something, say something" culture. If you become aware of potential misconduct, help reinforce our culture of courage and accountability by sharing your concerns with an appropriate Habitat staff or supervising volunteer. You can also anonymously report your concern or potential misconduct by anonymously reporting a claim to the to the US Affiliate Support Center to report your concern at <a href="USSupportCenter@habitat.org">USSupportCenter@habitat.org</a> or 1-877-434-4435, or to Habitat's confidential <a href="Habitat Ethics and Accountability Line.">Habitat Ethics and Accountability Line.</a>, which can be reached at 1-844-539-2350 or online at <a href="https://secure.ethicspoint.com/domain/media/en/gui/92240/report.html">https://secure.ethicspoint.com/domain/media/en/gui/92240/report.html</a>.

I acknowledge that I have read, understand and agree to be guided by this volunteer code of conduct.

I commit to helping safeguarding the rights and dignities of all people I encounter during my volunteer service with Habitat.

I understand that I have a responsibility to report any potential misconduct to an appropriate Habitat staff or through the Habitat Ethics and Accountability Line.

I understand that HFHI has the right to release me from my volunteer position at its discretion. I also understand that I am responsible for any costs that I may incur due to a violation of the code of conduct.

Date:

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Name:		
If a minor volunteer:		
Signature of parent or guardian:	Date:	
Name of parent or guardian:		