P.O. Box 1205
Wimberley, TX 78676
www.wimberleyhabitat.org

WVHH Release and Waiver of Liability

THIS RELEASE AND WAIVER OF LIABILITY (the "Release"), executed on this DATE:_____

by _____(the "Volunteer Name") for Wimberley Valley Habitat for Humanity, Inc., a nonprofit corporation ("Habitat"), its directors, officers, employees, and agents.

The Volunteer desires to participate and work in Habitat's home building program, and the activities related to the work. The Volunteer understands that the activities may include constructing residential buildings, being transported to and from work locations, and consuming food donated for the work.

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

1) WAIVER AND RELEASE. 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 participation in Habitat's home building program **WHETHER CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OF HABITAT OR ANY OTHER PERSON**. If any action or proceeding is brought against HABITAT or its agents, contractors, or other volunteers, Volunteer will defend the action or proceeding at Volunteer's cost and by counsel acceptable to Habitat.

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 Volunteer's participation in Habitat's home building program **EVEN IF SUCH LIABILITY OR CLAIM RESULTS FROM HABITAT'S NEGLIGENCE OR THAT OF ITS AGENTS OR CONTRACTORS**. 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.

2) MEDICAL TREATMENT. Volunteer does 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 participation in Habitat's home building program.

3) INSURANCE. The Volunteer understands that Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

4) OTHER. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Volunteer agrees that in the event that any clause or provision of this Release shall be 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 to be enforceable.

IN WITNESS WHEREOF. Volunteer has executed this Release as of the day and year above written.

*Witness:_____ *Volunteer:_____

* Address:_____

* Email:_____ *Phone:_____
(To Be Added To WVHH Email List)