

**Important:** Participants in the events listed below, **aged 18 & older**, must have a signed Waiver of Liability on file. Please complete and bring this form **with you** to the site on your scheduled workday. Please print legibly!

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT!**

# ADULT RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_ (the "Participant") in favor of **SOLANO NAPA HABITAT FOR HUMANITY, INC.** a non- profit corporation organized and existing under the laws of the State of California, USA, its directors, officers, employees, volunteers and agents (collectively, "Habitat").

I, the Participant, desire to participate with Solano Habitat in a construction project, and engage in the activities related to being a participant for any of the events checked below. I understand that the activities may include but are not limited to, walking, construction, being transported to and from event site locations, consuming food, working in the Solano Habitat office and other participatory related activities.

I hereby freely and voluntarily, without duress, execute this Release under the following terms:

- 1. Waiver and Release.** I, the Participant, release and forever discharge and hold harmless Solano Habitat for Humanity, Inc. from any claim or liability that I, the Participant, may have against Solano Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation with a construction project. I also understand that Solano 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, illness, death or property damage (see insurance requirements below).
- 2. Insurance.** I, the Participant, understand that Solano Habitat may elect to provide group insurance and make it available to construction project participants. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, Solano Habitat does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Participant.

EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE AT CONSTRUCTION PROJECTS WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.

- 3. Medical Treatment.** Except as otherwise agreed to by Solano Habitat in writing, I hereby release and forever discharge Solano Habitat from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Solano Habitat.
- 4. Assumption of Risk.** I understand that my time with Solano Habitat may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the event sites. So, I recognize and understand that my time with Solano Habitat may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Solano Habitat from all liability for injury, illness, death or property damage resulting from the activities of my time with Solano Habitat.
- 5. Photographic Release.** I grant and convey unto Solano Habitat all right, title and interest in any and all photographic images, digital images and video, audio or digital recordings made by Solano Habitat during my work for Solano Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
- 6. Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America, and this Release shall be governed by and interpreted in accordance with the laws of the State of a California. I 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.

To express my understanding of this Release, I sign here with a witness.

**Participant:** Name: (please print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness:** Name: (please print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_