

## Global Village Participant Waiver and Release of Liability

This Waiver and Release of Liability (this document) is executed on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by, \_\_\_\_\_ (name of the "Volunteer"), and \_\_\_\_\_ (name of the "Parent/Guardian") the parent, having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favour of: Habitat For Humanity Australia, Inc., a registered charity in Australia (charity number CFN17209) and company limited by guarantee incorporated in Australia (certificate of incorporation Y2357224), Habitat For Humanity International, Inc., a non-profit corporation existing under the laws of the State of Georgia, USA, and their affiliated organisations in other nations, trustees, directors, officers, employees, and agents (collectively, "Habitat for Humanity").

The Volunteer and Guardian desires that the Volunteer participate in the Global Village Program in \_\_\_\_\_ (country) during \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (the Program) and engage in the activities related to being a volunteer, which may include constructing and rehabilitating residential buildings and living in housing provided for volunteers on the Program.

The Volunteer and Guardian hereby freely, voluntarily, and without duress executes this document under the following terms:

1. **Waiver and Release** To the full extent permitted by law, the Volunteer and Guardian does hereby release and forever discharge and hold harmless Habitat for Humanity 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 arise from the Volunteer's participation in, and performance of, activities connected with the Program.

The Volunteer and Guardian understand and acknowledge that this document releases and discharges Habitat for Humanity from any liability, claim or demand that the Volunteer and Guardian may have against Habitat for Humanity with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from the Volunteer's participation in, and performance of, activities connected with the Program, whether caused by the negligence of Habitat for Humanity or its officers, directors, employees, or agents or otherwise. The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat for Humanity in writing, Habitat for Humanity 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 any bodily injury, personal injury, illness, death or property damage suffered by the Volunteer that may arise from the Volunteer's participation in, and performance of, activities connected with the Program.

2. **Medical Treatment** Except as otherwise agreed to by Habitat for Humanity in writing, the Volunteer and Guardian do hereby release and forever discharge Habitat for Humanity 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, and performance of, activities connected with the Program.

3. **Assumption of Risk** The Volunteer and Guardian understand that the Volunteer may participate in and/or perform hazardous activities, including, but not limited to, construction, loading and unloading, and transportation connected with the Program. The Volunteer and Guardian recognize and understand that such activities may be, in some situations, inherently dangerous activities.

The Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in relation to these activities.

The Volunteer and Guardian also understand that, in order to protect its volunteers in all countries around the world, it is Habitat for Humanity's policy that it will not pay ransom or make any other payments in order to secure the release of hostages.

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

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

6. **Other** The Volunteer and Guardian expressly agree that the release and discharge in this document is intended to apply to the full extent permitted by the laws of New South Wales and of (host country), and that this document shall be governed by and interpreted in accordance with the laws of New South Wales

The Volunteer and Guardian agrees that in the event that any clause or provision of this document 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 document which shall continue to operate and be enforceable.

### Guardian's Authorisation for the Treatment of a Minor Child

I, \_\_\_\_\_, am the parent or legal guardian having custody of, \_\_\_\_\_, a minor child. As such parent or legal guardian, I hereby authorize and appoint \_\_\_\_\_, an adult in whose care the minor child has been entrusted as my agent to act for me with respect to my minor child, \_\_\_\_\_, and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child.

Concerning my minor child's personal care, medical treatment, hospitalisation, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anaesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

### Declaration

The Volunteer and Guardian have executed this Waiver and Release of Liability as of the day and year first above written. To express my understanding of this release, I sign here with a witness.

Signature of participant \_\_\_\_\_ Name of participant \_\_\_\_\_

Date \_\_\_\_\_

Signature of guardian \_\_\_\_\_ Name of guardian \_\_\_\_\_

Date \_\_\_\_\_

Signature of witness \_\_\_\_\_ Name of witness \_\_\_\_\_

Date \_\_\_\_\_