

**Wells Fargo Housing Foundation Team Member Volunteer Program**

**TEAM MEMBER VOLUNTEER PROGRAM RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (the "Release"), executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (the "Volunteer") in favor of Wells Fargo Foundation and/or Wells Fargo Housing Foundation, a non-profit corporation, its directors, officers, team members and agents ("WFHF"). The Volunteer desires to participate and work in WFHF's home building program and the activities related to the work at the property address of \_\_\_\_\_, City \_\_\_\_\_, State of \_\_\_\_\_. The Volunteer understands that the activities may include building and rehabilitating residential buildings, being transported to and from work locations and various other tasks necessary to help Wells Fargo Housing Foundation (hereafter WFHF) complete the building or rehabilitation of a residential building. The Volunteer understands that s/he will be exposed to building materials, construction tools, construction machinery, dirt, dust and other potential hazards necessarily associated with being present on construction sites and performing construction tasks.

The Volunteer does hereby, 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 WFHF, 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 WFHF's home building program. Volunteer understands that this Release discharges WFHF from any liability or claim that the Volunteer may have against WFHF with respect to any bodily injury, personal injury, illness, death, property damage or any other damages that may result from Volunteer's participation in WFHF's home building program. Volunteer also understands that WFHF does not assume 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 WFHF 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 WFHF's home building program.
3. **Assumption of Risk.** Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases WFHF for all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in WFHF's home building program.
4. **Insurance.** The Volunteer understands that WFHF does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Volunteer is solely responsible for his/her own medical care and coverage, should any be desired or needed. Each Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.
5. **Photographic Release.** Volunteer agrees that WFHF may use images and recordings, whether audio or visual of both, of him/her taken during the WFHF home building program as it sees fit in its sole discretion to benefit and promote WFHF. Volunteer does hereby grant and convey unto WFHF all right, title, and interest in any and all photographic images and video and audio recording made by WFHF during WFHF's home building program, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of \_\_\_\_\_, and that this Release shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_. Volunteer agrees 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.

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

Volunteer (please print name): \_\_\_\_\_ \*\*signature below must be parent/guardian if volunteer under the age of 18

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Phone (work): \_\_\_\_\_ Phone (other): \_\_\_\_\_

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

**In case of emergency, please contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Phone (work): \_\_\_\_\_ Phone (other): \_\_\_\_\_

**THIS SECTION FOR WELLS FARGO TEAM MEMBERS (EMPLOYEES) ONLY**

Please complete the following information so that the Wells Fargo Housing Foundation may accurately assess team member involvement in the community. Thank you.

Employee # : \_\_\_\_\_ Today's date: \_\_\_\_\_ Total days worked: \_\_\_\_\_ Total hours worked: \_\_\_\_\_

Email address: \_\_\_\_\_  Exempt  Non-exempt

Wells Fargo Volunteers who are not Wells Fargo team members, enter your volunteer hours here: \_\_\_\_\_

# Volunteer Information Form/ Release and Waiver of Liability



Please print all information.

Volunteer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

Email: \_\_\_\_\_

### In case of emergency, please contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell/Other: \_\_\_\_\_

### **PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

The undersigned individual and, if applicable, guardian ("I" or the "Volunteer") execute this Release and Waiver of Liability ("Release") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, Greater Des Moines Habitat for Humanity, Inc., an Iowa nonprofit corporation, and the "Releasees named below (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 renovating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

**I ACKNOWLEDGE, AGREE, AND REPRESENT** that I understand the nature of the Activities offered at Habitat, and that I am qualified, in good health, and in proper physical condition to participate in any Activities that I see fit, of my own choosing and voluntarily. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities. **I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE** I may suffer or cause while participating in any of the Activities offered at Habitat. I agree to bear the costs of such injury or damage myself. **I FURTHER CERTIFY** that I am willing to assume the risk of any medical or physical condition I may have. **I FULLY UNDERSTAND THAT: (a) THE OFFERED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");** (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW OR THE NEGLIGENCE OF THIRD PARTIES; (c) there may be other Risks, and social and economic losses, either not known to me or not readily foreseeable at this time and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I incur as a result of my participation or that of the minor in the Activities. **I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE HABITAT**, its administrators, directors, officers, employees, agents, members, volunteers, and other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activities take place, and their respective successors and assigns, (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR THIRD PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS OR FIRST AID, AND I FURTHER AGREE** that if, despite signing this release I, or anyone on my behalf, makes a claim against any of the "RELEASEES," I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE "RELEASEES" from any litigation expense, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

**Assumption of the Risk.** The Volunteer understands that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer agrees to inspect the work sites which he enters, and he further agrees and warrants that, if at any time, he is in or about a work site and he feels anything to be unsafe, he will immediately advise a Habitat representative of such and if necessary will leave the work site and/or refuse to participate further in Activities. **Lead Paint & Asbestos.** Volunteer understands that houses built before 1978 may contain lead paint and/or asbestos. Lead paint and asbestos have been shown to cause severe health problems.

**VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, HARM, OR DEATH IN THE ACTIVITIES AND RELEASES HABITAT FROM ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.**

**Photographic and other recordings.** Volunteer 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.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Volunteer agrees 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.

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

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

Parent/guardian Signature: \_\_\_\_\_

\*\*Parent/guardian must also sign if volunteer under the age of 18