



**HABITAT FOR HUMANITY CANADA / HABITAT FOR HUMANITY CANADA AFFILIATES**

**International/Domestic Projects**

**PARENTAL/GUARDIAN CONSENT, WAIVER OF RIGHT AND RELEASE  
FOR VOLUNTEERS WHO ARE MINORS**

***PLEASE READ CAREFULLY***

**THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU AS PARENT/LEGAL GUARDIAN ARE GIVING UP ON BEHALF OF YOUR CHILD/WARD CERTAIN LEGAL RIGHTS INCLUDING THEIR RIGHT TO SUE. YOU ARE ALSO ON THEIR BEHALF ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND UNFORTUNATE CIRCUMSTANCES OCCUR AND THEREFORE THIS AGREEMENT MUST BE SIGNED BEFORE YOUR CHILD/WARD CAN PARTICIPATE IN A PROJECT. IF YOU DO NOT UNDERSTAND THIS RELEASE, SEEK CLARIFICATION FROM A LEGAL ADVISOR.**

In this form, please strike out inapplicable terms that do not apply to your completion of this form (i.e. if you are a parent with custody of your children, strike out "legal guardian" when it appears in the form, etc.).

Global Village Trip Code: \_\_\_\_\_

I, \_\_\_\_\_, am the legal guardian/custodial parent of \_\_\_\_\_  
(name of child/ward), whose date of birth is \_\_\_\_\_, and have freely requested that  
my child/ward \_\_\_\_\_ be allowed to participate in projects organised by:

Habitat for Humanity Canada;  
Habitat for Humanity Canada Affiliates (identified herein as \_\_\_\_\_);  
and,  
Habitat for Humanity International

(hereafter collectively called "Habitat")

[on projects located in Canada through Habitat for Humanity Canada]

[on projects located outside of Canada through Habitat for Humanity Canada's Global Village program]

(hereafter collectively called "Habitat Projects").

I hereby authorise my child/ward \_\_\_\_\_ to participate in Habitat Projects.

I understand that my child/ward may be made subject to risks involving, among other things, accidents, injury, changes in the domestic or foreign political situations, different, unavailable and primitive physical health facilities, uncertain transportation and communication facilities, and the possibility of acts of crime or terrorism. On behalf of my child/ward, I personally assume these risks to the maximum extent possible.

In exchange for my child/ward participating in Habitat projects, I agree as follows:

1. On behalf of my child/ward, I hereby release, hold harmless, forever discharge and covenant not to sue Habitat nor any or all of their respective affiliates, members, directors, officers, leaders, agents, volunteers and/or employees and their respective successors and assigns, from any and all actions, causes of actions, suits, claims, demands, liabilities and expenses that I now have or may have in the future in connection with, arising from or related to, my child/ward traveling to, residing at and participating in any Habitat Project whether in or out of Canada, including all manner of personal injury or injury to my property or the property of my child/ward or economic injury arising from personal injury.
2. I am fully aware of the risks to the health and safety of my child/ward associated with my child/ward providing services both in or out of Canada and confirm that I have reviewed Habitat's **Global Village Orientation Handbook**. I confirm that in providing this release I am not relying upon any representations of any kind made to me by Habitat or any of their respective staff or volunteers.
3. I have completed this Release and acknowledge that neither Habitat nor any of their respective staff or volunteers have taken any step to induce my child/ward into participating.
4. By my signature below, on behalf of my ward/child I accept full responsibility for the consequences resulting from my child/ward volunteering for and working on Habitat projects and hereby release and forever discharge Habitat and their respective affiliates, members, directors, officers, leaders, agents, independent contractors, volunteers and/or employees from all actions, causes of actions, suits, claims and demands whatsoever that may arise from whatever cause or circumstance.
5. I acknowledge that I have been provided with and have read the Habitat for Humanity Canada **Personal Safety, Non-harassment and Security Policy** and understand same and agree to be bound by its terms as they apply to my child/ward, and as Habitat may amend them from time to time. I have been informed that if my child/ward or any other person are kidnapped or used for extortion purposes, it is the policy of Habitat for Humanity Canada not to pay a ransom or comply with any demands made by the person(s) committing such kidnapping or extortion. I hereby release and forever discharge Habitat, their respective affiliates, members, directors, officers, leaders, agents, volunteers and/or employees from all actions, causes of actions, suits, claims and demands whatsoever that may arise or result from my or any other persons' kidnapping or use for extortion purposes.
6. In case of any accident or illness, I give permission to any staff, employee, independent contractor or other volunteer of Habitat or their respective affiliates or any authorised representative thereof to seek any medical attention or treatment deemed necessary by such individual for my child/ward and I hereby release and waive, as against Habitat and their respective affiliates, members, directors, officers, leaders, agents, volunteers and/or employees or their authorised representative from any and all actions, causes of actions,

suits, claims, demands or expenses that my child/ward may have as a result of or in connection with such accident or injury or as a result of or in connection with such medical attention or medical treatment administered in connection therewith, and I will further indemnify and save them harmless from any and all costs, liabilities, expenses, claims, causes of action, suits or demands incurred by them made or taken against them as a result of, connected with or relating to such accident or illness and the medical attention or treatment administered in connection therewith;

7. I agree to indemnify and save harmless Habitat and their respective affiliates, employees, contractors, volunteers and staff from all claims, demands, suits or actions (including costs of defending them) against any of them by or on behalf of my child/ward or by any person injured or who suffered damage to person or property as a result of the actions of my child/ward or in any way arising out of my child/ward participating in Habitat projects, including the cost of defending any such suits, actions, or claims;
8. I have explained to my child/ward the necessity for him/her to conduct himself/herself in a manner appropriate to a volunteer participant in Habitat projects and abide by all rules, regulations, orders and directives given to him/her by Habitat and their respective staff and volunteers in connection with any activity in which my child/ward participates for the duration of the Habitat project including related travel to and from the project site and related recreational and tourist activities. My child/ward has been instructed to abide by the laws of the jurisdiction wherein a project is located. My child/ward has been instructed to abstain from the use of illicit substances or any substances that could impair them. While my child/ward is involved in a Habitat project, should he/she become involved in any breach of law, whether criminal or civil, I acknowledge that the expense of same, including all defence and other costs and any damages awarded against my child/ward will be borne by me, and that neither Habitat nor the Canadian Government has the ability to protect my child/ward from application of the laws of a foreign country.
9. I understand, and have further explained to my child/ward, that Habitat, through its board, management, employees, independent contractors or assigned volunteers, retains the exclusive and sole right to determine, for whatever cause or reason related to safety, good order and discipline, sickness or health, or any other cause, real or apprehended, that my child/ward should be returned to Canada prior to the completion of the Habitat Project in which he/she is involved, and I further agree to bear the cost of any such return. I agree that I shall not take any action or make any complaint against Habitat for making such a determination or for returning my child/ward to Canada. It will further be my responsibility to secure return travel to, and accommodations enroute to, Canada should my child/ward be required to return for any reason of my or his/her - own doing prior to the Habitat group returning.
10. I acknowledge that I am fully aware of the medical and health circumstances of the sites where my child/ward will be volunteering his/her services, or have had full opportunity to do so. I certify that my child/ward has no physical or mental health issues that would interfere with his/her participation in any Habitat project.
11. I acknowledge that Habitat requires and arranges Travel Medical Insurance through Chubb/Medex and that this coverage will be at my own expense.

12. On behalf of my child/ward, I grant and convey to Habitat all right, title and interest in any and all photographic images and video and audio recordings made by Habitat during the course of my child/ward participating with Habitat, including all royalties, proceeds or other benefits derived from such photographs or recordings. I also waive on behalf of my child/ward any and all rights, including moral rights that my child/ward may have in the photographic images or video and audio recordings made by Habitat or its assignees or licensees. I understand and agree that Habitat may use, modify and/or publish these photographic images and video and audio recordings in any manner it considers appropriate.
  
13. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, Canada, and that this Release shall be governed and interpreted in accordance with the laws of the Province of Ontario, and, as applicable, the Dominion of Canada. 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 will continue to be enforceable.

I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO READ THIS RELEASE AND DO FULLY UNDERSTAND ITS TERMS. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO SEEK CLARIFICATION CONCERNING ANY OF ITS TERMS. I UNDERSTAND THAT IF I HAVE ANY QUESTIONS REGARDING THIS RELEASE, I SHOULD CONSULT A SOLICITOR PRIOR TO EXECUTING THIS RELEASE AS I WILL BE SURRENDERING RIGHTS ON BEHALF OF MY CHILD/WARD INCLUDING THEIR RIGHTS AND THE RIGHTS OF THEIR HEIRS AND SUCCESSORS.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print your name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Address and Telephone numbers and email address of Parent/Guardian where you can be contacted in an emergency. (List alternate numbers or contact details below if necessary):