



## HABITAT FOR HUMANITY CANADA / HABITAT FOR HUMANITY CANADA AFFILIATES

### International/Domestic Projects

### WAIVER OF RIGHT AND RELEASE FOR VOLUNTEERS.

#### PLEASE READ CAREFULLY

**THIS IS A LEGAL DOCUMENT. BY AGREEING TO AND ELECTRONICALLY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. YOU ARE ALSO ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND UNFORTUNATE CIRCUMSTANCES OCCUR AND THEREFORE THIS AGREEMENT MUST BE AGREED TO AND SIGNED BEFORE YOU CAN PARTICIPATE IN A PROJECT. IF YOU DO NOT UNDERSTAND THIS RELEASE, SEEK CLARIFICATION FROM A LEGAL ADVISOR.**

I am freely requesting to be allowed to participate in projects organized by Habitat for Humanity Canada and Habitat for Humanity International (hereafter collectively called "Habitat") on projects either in Canada or internationally (Hereafter collectively called "Habitat Projects")

I understand that, in fulfilling my commitments, there may be 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. I personally assume these risks to the maximum extent possible.

#### **In exchange for the privilege of participation in any Habitat project, I agree as follows:**

1. I hereby release, hold harmless, forever discharge and covenant not to sue Habitat nor all their respective affiliates, members, directors, officers, leaders, agents, independent contractors, 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 traveling to, residing at and participating in any Habitat for Humanity project whether in or out of Canada, including all manner of personal injury or injury to my property or economic injury arising from personal injury;
2. I am fully aware of the risks to my health and safety associated with me providing services both in or out of Canada and confirm that I will review all of Habitat's Orientation Materials. 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 me into participating.
4. By my Agreement below, I accept full responsibility for the consequences resulting from my 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 will be provided with and will read the Habitat for Humanity Canada Personal Safety, Non-harassment and Security Policy and agree to be bound by its terms as they apply to me, and as Habitat may amend them from time to time. I have been informed that if I 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, independent contractors, 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 person's kidnapping or use for extortion purposes.
6. In case of any accident or illness, I give permission to any staff or other volunteer of Habitat or their respective affiliates or any authorized representative thereof to seek any medical attention or treatment deemed necessary by such individual for me and I hereby release and waive, as against Habitat and their respective affiliates, members, directors, officers, leaders, agents, independent contractors, volunteers and/or employees or their authorized representative from any and all actions, causes of actions, suits, claims, demands or expenses that I 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 me or by any person injured or who suffered damage to person or property as a result of my action or in any way arising out of my participation in Habitat projects, including the cost of defending any such suits, actions, or claims;
8. I will conduct myself in a manner appropriate to a volunteer participant in Habitat projects and abide by all rules, regulations, orders and directives given to me by Habitat and their respective staff and volunteers in connection with any activity in which I participate for the duration of the Habitat project, including related travel to and from the project site and related recreational and tourist activities. I will abide by the laws of the jurisdiction wherein a project is located. I will abstain from the use of illicit substances at any time or any substances that could impair me while I am engaged in volunteer-related activities, though I agree not to become impaired on any occasion. While involved in a Habitat project, should I become involved in any breach of law,

whether criminal or civil, I acknowledge that the expense of same, including all defense and other costs and any damages awarded against me will be borne by me, and that neither Habitat nor the Canadian Government has the ability to protect me from application of the laws of a foreign country.

9. I understand 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 I should be returned to Canada prior to the completion of the Habitat Project in which I am involved, in which case I 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 me to Canada. It will further be my responsibility to secure return travel to, and accommodations en route to, Canada should I be required to return for any reason of my 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 I will be volunteering my services, or have had full opportunity to do so. I certify that I have no physical or mental health issues that would interfere with my participation in any Habitat project.
11. I acknowledge that Habitat requires and arranges Travel Medical Insurance through Chubb/FrontierMedex and that this coverage will be at my own expense.
12. 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 participation with Habitat, including all royalties, proceeds or other benefits derived from such photographs or recordings. I also waive any and all rights, including moral rights that I 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.
14. I understand that Habitat will ask for only the information we need to maintain the volunteer relationship and all aspects of the Global Village experience you have chosen to undertake. We will not release any personal information you provide, except with your consent or when required by law. As a volunteer of Habitat for Humanity Canada, I hereby give permission to release to contracted third parties any of my personal information they require to facilitate the administration of my volunteer experiences with the Canadian Global Village Program.
15. I understand that as a volunteer of Habitat, I may receive personal, privileged and/or confidential information concerning partner families, affiliate issues, personnel, the organization's operations or other individuals and organizations with whom we are associated. I will ensure that this information remains confidential and is not disclosed, whether I am actively

engaged in volunteer activities or my volunteer involvement with Habitat for Humanity Canada has ended for any reason.

I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND OPPORTUNITY TO SEEK CLARIFICATION CONCERNING IT'S 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 MY RIGHTS INCLUDING MY RIGHT AND THE RIGHTS OF MY HEIRS AND SUCCESSORS.

I CERTIFY THAT I AM OVER THE AGE OF 18 OR IF I AM UNDER THE AGE OF 18 THAT MY PARENT OR GUARDIAN WILL AGREE TO SIGN A MINOR WAIVER FORM ON MY BEHALF.

BY TYPING MY NAME BELOW I UNDERSTAND THAT I AM PROVIDING MY ELECTRONIC SIGNATURE.