



## Volunteer Release and Waiver of Liability

This release and waiver of liability (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer") in favor of Homes from the Heart, Inc. it's partners, affiliates, parents, subsidiaries, and their respective directors, officers, employees, and agents (collectively, "Homes from the Heart"). The Volunteer desires to work as a volunteer for Homes from the Heart and engage in the activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings and community structures, traveling to and from the worksite location, working in Homes from the Heart offices, performing other acts of community service, and living in housing provided for Volunteers of Homes from the Heart.

The Volunteer does hereby freely, and without duress, execute this Release under the following terms:

1. **Waiver and Release:** The Volunteer does hereby release and forever discharge and hold harmless Homes from the Heart and its successors and assigns from any and all liability, claims, and demands of whatever nature, either in law or in equity, that is or may hereafter become in connection with the Volunteer's work for Homes from the Heart. The Volunteer understands and acknowledges that this Release discharges Homes from the Heart from any liability or claim that the Volunteer may have against Homes from the Heart concerning any bodily injury, personal injury, illness, death, or property damage in connection with Volunteer's participation in Homes from the Heart's programs. The Volunteer also understands that, except as otherwise agreed to by Homes from the Heart in writing, Homes from the Heart 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 or illness.
2. **Medical Treatment:** Except as otherwise agreed to by Homes from the Heart in writing, the Volunteer does hereby release and forever discharge Homes from the Heart 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 work for Homes from the Heart.
3. **Assumption of the Risk:** The Volunteer understands that work for Homes from the Heart may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, visiting countries or locations with inherent or associated risks, and transportation to and from the work sites or other locations. In connection thereto, the Volunteer recognizes and understands that activities at Homes from the Heart may, in some situations, involve inherently dangerous activities. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Homes from the Heart from all liability for injury, illness, death, or property damage in connection with the activities of the Volunteer's work for Homes from the Heart.
4. **Insurance:** The Volunteer understands that, except for emergency medical insurance that may be purchased by Homes from the Heart on behalf of the Volunteer, Homes from the Heart does

not carry or maintain health, medical, trip cancellation, or disability insurance coverage for any Volunteer.

5. Photographic Release: Volunteer does hereby grant and convey unto Homes from the Heart during the Volunteer's work at Homes from the Heart, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. The Volunteer hereby permits Homes from the Heart to use images of the Volunteer or created or captured by the Volunteer without compensation.
6. Electronic signatures and transmission of documents: Volunteer consents to allow the use of an electronic signature and electronic transmission of this agreement. Volunteer agrees not to deny the legal effect or enforceability of this agreement solely because it is an electronic form or was transmitted electronically or because it is not in its original form as an original document.
7. Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of your home state and Missouri, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or 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: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_  
**(Required if volunteer is a minor)**

Witness: \_\_\_\_\_  
**(Required)**

Trip # or Trip Location and Leader: \_\_\_\_\_