



THIS RELEASE WAIVER AND INDEMNITY (the "Release") signed on [REDACTED] (mm/dd/yyyy) by [REDACTED] (initials) is in favour of Habitat for Humanity Waterloo Region Inc. , an Ontario non-profit corporation, Habitat for Humanity Canada, a federal non-profit corporation, and Habitat for Humanity International Inc., a non-profit corporation (collectively "Habitat Waterloo Region") and all of their respective directors, officers, employees, contractors, members, agents and donors; all title house donors, all sponsors, all media partners, all contributors of services, food, beverages, shelter and transportation, and each of their respective directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents where such registered owner is a corporate entity; any owner/operator of any trade show or public event at which Habitat Waterloo Region may be participating and the owner/operator's directors, officers, employees, contractors, members and agents; and all partner families.

I wish to participate in any of Habitat Waterloo Region's program activities located at any of its office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event in which Habitat Waterloo Region is participating. I understand that such activities may include lifting, climbing, use of tools and other physical activities. In consideration of my desiring to participate in Habitat Waterloo Region's program activities:

- 1. WAIVER AND RELEASE:** I, my heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release and forever discharge and hold harmless Habitat Waterloo Region and their respective directors, officers, employees, contractors, members, agents and donors; all title house donors, all sponsors, all media partners, all contributors of services, food, beverages, shelter and transportation, and each of their respective directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents, where such registered owner is a corporate entity; any owner/operator of any trade show or public event at which Habitat Waterloo Region may be participating and the owner/operator's directors, officers, employees, contractors, members and agents; and all partner families, from any claims, demands, damages both direct and indirect, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused arising or to arise by reason of my participation in or attendance at any of Habitat Waterloo Region's office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event at which Habitat Waterloo Region is participating.

*Under Ontario statutes, minors under the age of 14 are not allowed on a construction worksite while there is construction in process. Additionally, it is Habitat Waterloo Region policy that minors between the ages of 16 and 18 may be allowed to participate in construction work, but Habitat will determine , in its sole and unfettered discretion, whether specific activities (e.g., use of power tools, excavation, demolition, heights, etc.) are suitable for such minors and will restrict participation accordingly.*

- 2. MEDICAL TREATMENT:** I, my heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive and forever discharge Habitat Waterloo Region and their respective directors, officers, employees, contractors, members, agents; all title house donors, all sponsors, all media partners, all contributors of services, food, beverages, shelter and transportation, and each of their respective directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents where such registered owner is a corporate entity; any owner/operator of any trade show or public event at which Habitat Waterloo Region may be participating and its directors, officers, employees,

contractors, members and agents; and all partner families from any claim, demands, damages both direct and indirect, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused arising or to arise on account of any first aid, treatment, or other medical service rendered in connection with my participation in or attendance at any of Habitat Waterloo Region's office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event at which Habitat Waterloo Region is participating. I understand that I am responsible for securing all appropriate medical insurance coverage.

I acknowledge and accept that any such medical services as may be available may be performed by volunteers or outside agencies and that Habitat Waterloo Region has no control or responsibility for the quality of any medical attention that may be provided.

- 3. ASSUMPTION OF RISK:** I understand that volunteer work may include activities that may be hazardous and that Habitat Waterloo Region's goods and equipment may be donated to Habitat Waterloo Region and beyond the control of Habitat Waterloo Region. As such, Habitat Waterloo Region cannot and will not assume any liability for the condition of such goods and equipment or of the nature of the activity.

I understand that Habitat Waterloo Region retains the right to limit or prohibit my participation in any activities of Habitat Waterloo Region if Habitat Waterloo Region determines that such participation will not be in the best interests of either it or me. I understand that I will be responsible for the payment of any expenses incurred as a result of application of this section.

- 4. PHOTOGRAPHIC RELEASES:** I do hereby grant and convey to Habitat Waterloo Region all rights, title and interest in any and all photographic images, whether electronic or otherwise, and in any video or audio recordings made by Habitat Waterloo Region or its media partners, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographic images . I further understand that Habitat Waterloo Region may use, or authorize use of such images and recordings for broadcasting and in fundraising and other corporate materials and I consent to such use without any royalty or payment to me.
- 5. OTHER:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, and that this Release shall be governed by and be interpreted in accordance with the laws of the Province of Ontario. 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 a clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.
- 6. PRIVACY OF INFORMATION STATEMENT:** Habitat Waterloo Region does not sell, trade, rent or in any way distribute your personal information. We use your information to keep you periodically informed of our activities including programs, funding needs, special events, and opportunities to volunteer or to donate. If you do not wish us to contact you, please notify us by email at [info@hfhwr.ca](mailto:info@hfhwr.ca), by telephone, or by mail, with your full name and address. We will remove your name from our confidential list within 30 days of receipt. Otherwise by signing this Release you are consenting to the use of your personal information for the above-noted purposes. Our Privacy Policy can be viewed at [www.hfhwr.ca](http://www.hfhwr.ca)
- 7. WORKER SAFETY, HEALTH & ENVIRONMENT (SHE):** I have read the Habitat ReStore SHE Handbook, and understand Habitat's Safety, Health and Environment policies regarding: *SHE responsibilities, general safe work practices, personal protective equipment, emergency evacuation, first aid kits and attendants, fire safety, chemical spill response, ladders, forklifts, working at heights, material handling, hand tools, power tools, electricity, chemical handling (WHMIS), shelves and racking.* I agree to wear the required personal protective equipment, follow the appropriate Habitat SHE procedures and attend the necessary training to control hazards so as to prevent injury to myself, others and the environment while performing ReStore related functions.

8. **INDEPENDENT LEGAL ADVICE:** The Volunteer acknowledges that he or she is herewith encouraged to obtain independent legal advice prior to the execution of this Release and Waiver of Liability and Indemnity and has either obtained same or chosen to waive such independent legal advice.

**IN WITNESS WHEREOF, Volunteer (and Guardian, if applicable) execute this Release as of the day and year first above written.**

**Date:** \_\_\_\_\_

**Volunteer location:** \_\_\_\_\_  
(Build, W/oo/ Camb ReStore, Salvage Deconstruction, Office)

**Company:** \_\_\_\_\_

**Work number:** \_\_\_\_\_

**Volunteer\*\*:** \_\_\_\_\_  
Volunteer Print clearly

\_\_\_\_\_  
Volunteer Signature

**Address (H):** \_\_\_\_\_

**City:** \_\_\_\_\_ **Prv:** ON **Postal Code:** \_\_\_\_\_

**Phone (H):** \_\_\_\_\_

**Email (H):** \_\_\_\_\_

**Emergency contact:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Witness:** \_\_\_\_\_  
Volunteer Witness Print clearly

\_\_\_\_\_  
Volunteer Witness Signature

**\*\* If the volunteer is under age 18, this waiver must be signed by their Parent or Legal Guardian. In doing so, the individual indemnifies the issuer on behalf of the volunteer, as set forth in this waiver.**

**Parent/Guardian:** \_\_\_\_\_  
Print clearly

**Witness:** \_\_\_\_\_  
Print clearly

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature