RESTORE VOLUNTEER FORM 1 OF 2

Volunteer Release and Waiver of Liability

Habitat for Humanity of Utah County | ReStore | Required of every volunteer at least once per year | Revised November 2026

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____ 20____, by _____ (the "Volunteer") in favor of Habitat for Humanity International, Inc., a not-for-profit corporation, and Habitat for Humanity of Utah County, a Utah not-for-profit corporation, their directors, officers, employees, and agents (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 take place at the **Habitat for Humanity of Utah County ReStore** and may include receiving, sorting, moving, and processing donated goods; stocking, pricing, and merchandising; cleaning; assisting customers and staff in the store, warehouse, and yard; and, when assigned by a manager, assisting on donation pickups.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. RELEASE AND WAIVER. Volunteer does hereby release and forever discharge Habitat and 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 Activities with Habitat. The Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by negligence of Habitat or its officers, directors, employees, or agents or otherwise, excepting gross negligence or willful misconduct. The Volunteer also understands that Habitat 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. The Volunteer does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in the event the Volunteer becomes incapacitated in connection with the Volunteer's Activities with Habitat.

3. ASSUMPTION OF THE RISK. The Volunteer understands that the ReStore is an **active retail and warehouse operation** and that the Activities involve many inherent risks that cannot be eliminated. These risks include, but are not limited to, lifting and carrying heavy or awkward items; loading docks, trucks, and delivery vehicles; pallets, racking, carts, and dollies; forklifts and other equipment operating nearby; hand and power tools; customer and vehicle traffic; donated items of unknown condition; and slips, trips, and falls. These examples do not describe every risk. **The Volunteer hereby expressly and specifically assumes all risk of injury, illness, or harm, known and unknown,** in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

4. SAFETY RULES AND INSTRUCTIONS. The Volunteer agrees to follow all safety rules, posted signage, and instructions given by Habitat staff, and understands that Habitat may end the Volunteer's participation at any time for failure to do so.

5. INSURANCE. The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

6. PHOTOGRAPHIC RELEASE. The Volunteer does hereby grant and convey unto Habitat, for reasonable and legitimate business purposes, all right, title, and interest in any and all photographic images, video, and 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.

7. TERM. This Release remains in effect for **one (1) year** from the date of signature and applies to all of the Volunteer's Activities with Habitat during that period. A new Release must be signed each year.

8. OTHER. The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Utah. The Volunteer agrees that in the event 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, I have executed this Release as of the day and year first written above. **This Release must be hand signed.**

Emergency contact (name): _____ Phone: _____

_____ _____ _____

Volunteer signature (hand signed) **Print name** **Date**

Volunteers under 18: a parent or legal guardian must also sign and must remain on the premises for the entire shift. I am the parent or legal guardian of the Volunteer named above, I have read this Release, and I consent to its terms on the Volunteer's behalf and my own.

_____ _____ _____

Parent / guardian signature (hand signed) **Print name** **Date**