

RELEASE FROM LIABILITY, ASSUMPTION OF RISK, AND COVENANT NOT TO SUE AGREEMENT



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I, (please print) _____, acknowledge that I have volunteered to participate without pay on the construction site and in other activities with Dallas Area Habitat for Humanity ("DAHfH"), Dallas Texas. I am aware that this construction site may also be a public improvement project sponsored in whole or in part by the City of Dallas. I understand that these activities are not conducted in the course of trade or commerce and do not involve the lease or sale of goods or services. I will never seek compensation from DAHfH or the City of Dallas for these activities.

I am aware that construction is a HAZARDOUS ACTIVITY. I am voluntarily participating in the activities of construction, which include but are not limited to, the construction of residential buildings, loading and unloading materials, painting, finishing, framing, transporting to and from building sites and other related activities with the knowledge of the danger involved and with the knowledge that medical facilities may not be available in the event of illness or injury to myself. I hereby agree to accept any and all risk of injury, illness, or death and verify this statement by placing my signature below.

As consideration for being permitted by DAHfH, and where applicable, by the City of Dallas, to participate in the activities and use DAHfH's tools and facilities, I hereby agree and covenant that I, my assignees, heirs, distributees, guardians, and legal representatives will never file, make any claim, lawsuit, or other proceeding (whether judicial or administrative) against, sue, or touch the property of DAHfH, the City of Dallas and their directors, officers, agents, employees, volunteers, suppliers, contractors, or subcontractors for injury, illness, or damage resulting from my participation in this DAHfH activity. I HEREBY FOREVER RELEASE AND DISCHARGE DAHfH AND THE CITY OF DALLAS. FROM ALL KNOWN AND UNKNOWN ACTIONS, CLAIMS, EXPENSES, OR DEMANDS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND OTHER LITIGATION-RELATED EXPENSES, NEGLIGENCE CLAIMS AND WRONGFUL DEATH CLAIMS PURSUANT TO TEX. CIV. PRAC. & REM. CODE § 71.021) THAT I, OR MY REPRESENTATIVES, NOW HAVE, OR MAY HEREAFTER HAVE, FOR INJURY, DEATH, OR DAMAGE RESULTING FROM OR RELATED IN ANY WAY TO MY PARTICIPATION IN DAHfH ACTIVITIES (INCLUDING BUT NOT LIMITED TO ACTIONS, CLAIMS, OR DEMANDS RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DAHfH, THE CITY OF DALLAS OR THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES). THIS RELEASE IS INTENDED BY ALL PARTIES TO BE BROAD IN ITS EFFECT.

I hereby consent to release for possible publication my name and/or photo(s) and/or video images taken by any authorized DAHfH employee or volunteer, or any media representative for news and/or publicity purposes. This may include television, newspaper, magazine article, social media sites (MySpace, Facebook, Twitter, etc.) and/or DAHfH publications (newsletters, flyers, brochures, World Wide Web Page, etc.). I also agree to allow the publication or broadcast of my name in connection with any photo(s) and/or video images taken, and I understand that I will not receive remuneration for my voluntary participation or future use of any photo(s) and/or images of me. I understand that photos and/or videos for the media and/or World Wide Web may be used in publications and/or Web sites outside of DAHfH control.

I further understand the City of Dallas is not in any way responsible for my actions or the actions of the agents or employees of DAHfH. I understand that the City of Dallas has no duties or obligations to provide or implement any safety policy or safety training to the volunteers, including myself, for participation in construction site projects for Dallas Area Habitat for Humanity. I acknowledge that the City of Dallas makes no representations or warranties, express or implied, as to the nature and hazards or absence thereof of participating in these construction activities. I further recognize and agree that while engaging in these activities I will NOT be an agent, servant, or employee of the City of Dallas and will NOT be covered by the City of Dallas for any workers' compensation, death, disability or other benefits typically available to City of Dallas employees.

I have carefully read this Release from Liability and Assumption of Risk Agreement, and I fully understand its contents. I am aware that this is a release of liability and a legal contract between me and DAHfH and that it affects my legal rights. This agreement contains the entire understanding of the parties and there are no oral agreements that apply to or are binding concerning my participation. I am signing this document of my own free will.

Participant Signature

Date

Print Name

Emergency Contact Name

E-mail Address

Emergency Contact Phone

Address

Signature of parent or Guardian

City, State, Zip

if volunteer is under 18

Phone

Organization

Please fill out this form completely. Thank you!
Dallas Area Habitat for Humanity surveys volunteers via e-mail. If you prefer not to receive these e-mails, please check here ____.