

Waiver & Release

THIS RELEASE WAIVER AND INDEMNITY (the “Release”) is in favor of Habitat for Humanity Sarnia/Lambton, an Ontario non-profit organization, Habitat for Humanity Canada, a federal non-profit corporation, and Habitat for Humanity International Inc., a non-profit corporation (collectively “Habitat for Humanity Sarnia/Lambton”) 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 for Humanity Sarnia/Lambton 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 for Humanity Sarnia/Lambton’s programs/activities located at any of its affiliate offices, ReStore(s), warehouse, salvage locations, home-build sites or at the location of any trade show or public event in which Habitat for Humanity Sarnia/Lambton is participating. I understand that such activities may include lifting, climbing, use of tools and other physical activities. I testify that I have read, completed, viewed and understand all build-site health & safety information required of me as part of the on-line application process.

In consideration of my desiring to participate in Habitat for Humanity Sarnia/Lambton’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 for Humanity Sarnia/Lambton 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 for Humanity Sarnia/Lambton 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 Sarnia/Lambton’s office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event at which Habitat Sarnia/Lambton is participating.

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 Sarnia/Lambton 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 Sarnia/Lambton 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 Sarnia/Lambton’s office, ReStore, warehouse, salvage or build locations or at a

Waiver & Release Continued...

location of any trade show or public event at which Habitat Sarnia/Lambton 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 Sarnia/Lambton 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 certain Habitat Sarnia/Lambton's goods and equipment may be donated to Habitat Sarnia/Lambton and beyond the control of Habitat Sarnia/Lambton. As such, Habitat Sarnia/Lambton 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 Sarnia/Lambton retains the right to limit or prohibit, at its sole discretion, my participation in any activities of Habitat Sarnia/Lambton if Habitat Sarnia/Lambton, at its sole discretion, does so determine 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 Sarnia/Lambton 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 Sarnia/Lambton 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 Sarnia/Lambton 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. HABITAT FOR HUMANITY SARNIA/LAMBTON'S PRIVACY OF INFORMATION STATEMENT: We do 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 akirkland@habitatsarnia.org; 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 1787 London Line, Sarnia, ON.