



## RELEASE AND WAIVER OF LIABILITY

[Please read carefully. This is a Legal Document.]

**THIS RELEASE AND WAIVER OF LIABILITY** (the "**Release**") executed on this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (the "**Volunteer**") in favor of **Habitat for Humanity Kenya and its affiliates (collectively "HFHK")**, a non-profit, non-governmental, self-help group and existing under the laws of the Republic of Kenya, its committee members, officers, employees, and agents collectively.

I, the **Volunteer**, desire to work as a volunteer with **HFHK**. I will engage in the activities related to being a volunteer for the affiliate. I understand that the activities may include, but are not limited to, traveling to and from homesteads, consuming locally prepared food, living in sparse accommodations at the host affiliate, working in the affiliate office, constructing residential buildings, participating in other construction related activities, and/or carrying out an assignment included in my volunteer agreement.

I hereby freely and voluntarily, without duress, execute this **Release** under the following terms:

**1. WAIVER AND RELEASE** I, the **Volunteer**, release and forever discharge and hold harmless **HFHK** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from my work with **HFHK**.

I understand and acknowledge that this **Release** discharges **HFHK** from any liability or claim that I, the **Volunteer**, may have against it with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation in the project work. I also understand that, except as otherwise agreed to by **HFHK** in writing, **HFHK** 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, illness, death or property damage.

**2. INSURANCE** I, the **Volunteer**, understand that, except as otherwise agreed to in writing by **HFHK**, **HFHK** does not carry nor maintain health, medical or disability insurance coverage for any volunteer. Such coverage is the sole responsibility of the **Volunteer**. NOTE: Habitat for Humanity's International Board of Directors requires all Habitat for Humanity International sanctioned volunteers to arrive with medical/health insurance coverage in effect.

**3. MEDICAL TREATMENT** Except as otherwise agreed to by **HFHK** in writing, I, the **Volunteer**, hereby release and forever discharge **HFHK** from any claim whatsoever which arises or may hereafter arise on account of first aid treatment or any other medical services rendered in connection with the need for such during my time with **HFHK**.

**4. ASSUMPTION OF THE RISK** I, the **Volunteer**, understand that my time with **HFHK** may include activities that may be hazardous to me, including but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. So, I recognize and understand that my time with **HFHK** may, in some situations, involve inherently dangerous activities.

I hereby expressly and specifically assume the risk of injury or harm in these activities and release **HFHK** from all liability for injury, illness, death or property damage resulting from the activities of my time with **HFHK**. I understand that at any time I am not comfortable participating in an activity I deem to be unsafe, I have authorization from **HFHK** to decline participation in such activity.

**5. PHOTOGRAPHIC RELEASE** I, the **Volunteer**, grant and convey unto **HFHK** all right, title and interest in any and all photographic images and video or audio recordings made by **HFHK** during my work for **HFHK**, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. OTHER** I expressly agree that this **Release** is intended to be as broad and inclusive as permitted by the laws of the Republic of Kenya, and that this **Release** shall be governed by and interpreted in accordance with the laws of the Republic of Kenya. 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 clause or provision shall not otherwise affect the remaining provisions of this **Release** which shall continue to be enforceable. To express my understanding of this **Release**, I sign here with a witness.

Volunteer: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: (H) (\_\_\_\_) \_\_\_\_\_ (W) (\_\_\_\_) \_\_\_\_\_

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

# EMERGENCY CONTACT INFORMATION

[Please attach a copy of your ID page of your passport to the back of this page.]

**In case of emergency, please contact:**

Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (day):(\_\_\_\_)\_\_\_\_\_ (night) (\_\_\_\_)\_\_\_\_\_

Fax: \_\_\_\_\_ E mail: \_\_\_\_\_

**The following information may be needed by any hospital or medical practitioner not having access to your medical history:**

Allergies to Medicine, food, etc.: \_\_\_\_\_  
\_\_\_\_\_

Medication being taken: \_\_\_\_\_

Date of last tetanus shot: \_\_\_\_\_

Physical Impairments: \_\_\_\_\_

Other: \_\_\_\_\_

**Personal Physician:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (day):(\_\_\_\_)\_\_\_\_\_ (night) (\_\_\_\_)\_\_\_\_\_

**Personal Health Insurance Coverage:**

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

Policy Number: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Agent's Phone: (\_\_\_\_) \_\_\_\_\_

Emergency Contact Phone No. \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Travel Insurance Coverage**

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

Policy Number: \_\_\_\_\_

Emergency Contact Phone No. \_\_\_\_\_ Fax No.: \_\_\_\_\_

Attach a copy of your **travel insurance coverage** for our records. Thank you.