



## Home Set Up Volunteer's Agreement and Release of Liability

This Home Set Up Volunteer's Agreement and Release of Liability (this "Release") is executed by the undersigned volunteer (and, if the undersigned is less than 18 years of age, the undersigned's parent or guardian) as of the date indicated below in favor of Homes Not Borders, Inc., a Maryland non-profit corporation ("Homes Not Borders"), each of Homes Not Borders' directors, officers, employees and agents and each of the other Released Parties described in paragraph 3 of this Release. Please read each section carefully and sign and date this Release where indicated. Your signature below constitutes your irrevocable and unconditional consent to the entirety of this Release. Failure to sign and date this Release will make you ineligible to participate as a volunteer.

- 1. Voluntary Participation.** I acknowledge that I have voluntarily applied to participate in a project sponsored by Homes Not Borders in which multiple homes will be furnished by volunteers (the "Project"). I understand that as a volunteer I will not be paid for my services and that I am not acting as an employee of Homes Not Borders. I further agree that my participation in the Project may be terminated at any time by Homes Not Borders.
- 2. Assumption of Risks.** I am aware that by participating in the Project, I may be exposed to personal injury, illness, death or damage to my property as a result of my activities, the activities of other individuals (including the negligence of Homes Not Borders) or the conditions under which my volunteer services are performed. I understand that the Project may include activities that may be hazardous, including, but not limited to, moving furniture, appliances and other donated items, loading and unloading donated items, supplies and equipment, assembling and repairing donated items, using tools and equipment, removing trash, and transportation to and from work sites. I acknowledge and agree that I understand the nature of the Project and that I am qualified, in good health and in proper physical condition to participate in the Project, and that I do not have any physical or other medical condition that would be impacted by or would limit my participation in the Project. With knowledge of these risks, I agree to accept any and all risks of personal injury, illness, death or damage to my property related to or arising out of my participation in the Project, whether caused by the negligence of Homes Not Borders or otherwise. I further assume the complete risk of any activity done (or not done) by me in violation of any rule or directive or instruction related to the Project.
- 3. Release.** In consideration of the opportunity afforded me to participate in the Project, I, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, hereby irrevocably and unconditionally (a) waive and release any and all claims for personal injury, illness, death or damage to property and any and all claims that arise on account of any first aid, treatment or service rendered to me, in each case, related to or arising out of my participation in the Project (collectively, the "Released Claims") against Homes Not Borders, any of Homes Not Borders' affiliated organizations, or any of Homes Not Borders' or Homes Not Borders' affiliated organizations' respective directors, officers, employees or agents, any financial or in-kind sponsor of the Project, any supplier of any materials or equipment that are used during the Project, any other volunteer or service recipient participating in the Project or any recipient of the benefits of the Project (collectively, the "Released Parties"); and (b) agree not to assert or prosecute (or assist any other person or entity in asserting or prosecuting) any Released Claim against any Released Party. I understand and agree that no Released Party assumes any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health and/or life insurance with respect to any Released Claim.
- 4. Media/Video/Photo Release.** Unless I have checked the box below opting out of this Media/Video/Photo Release, I hereby (a) grant Homes Not Borders the irrevocable and unrestricted world-wide right and permission (with the unrestricted right to make further grants of such right and permission to Homes Not Borders' affiliated organizations and other persons or entities acting with Homes Not Borders' (or any of its affiliated organizations') authority and/or permission (collectively, "Sub-Grantees")) to copyright in Homes Not Borders' (or any applicable Sub-Grantee's) name or otherwise, and use, re-use, produce, reproduce, publish, store, distribute, re-distribute, transmit, retransmit and display my name, photographic, video, audio or other recordings of images of my likeness and/or statements by me, in or through any form of media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, signage, internet, electronic commerce or any other purpose whatsoever; (b) irrevocably and unconditionally waive, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, any rights to royalties, proceeds or other amounts payable with respect to any of the foregoing and (c) consent to Homes Not Borders' or any such Sub-Grantee's making of any such photographic, video, audio or other recordings in connection with my participation in the Project. I hereby release, discharge and agree to indemnify and hold harmless Homes Not Borders, any Sub-Grantee and Homes Not Borders' and any Sub-Grantee's respective directors, officers, employees and agents from and against any liability related to or arising out of any blurring, distortion, alteration, optical illusion or use in whole, part or composite form, whether intentional or otherwise, that may occur or be produced in the taking of any such photographic,

video, audio or other recording or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

I **DO NOT** authorize Homes Not Borders to display my name, photographic, video, audio or other recordings of images of my likeness and/or statements by me.

5. **Code of Conduct.** I hereby acknowledge and agree that, in connection with my participation in the Project, I will:
- a. Treat others with respect, courtesy and dignity, including by refraining from using language and actions contrary to Homes Not Borders' expectations;
  - b. Obey all local, state and federal laws and respect local customs, culture and practice;
  - c. Not possess and will refrain from the use of alcohol, illicit drugs and any other illegal substances according to local, state and federal laws (and I understand that the possession or use of alcohol, such illicit drugs and other illegal substances is prohibited at all times during the Project and that the possession or use of alcohol, such illicit drugs or other illegal substances may result in criminal prosecution);
  - d. Refrain from sexual harassment, consisting of, but not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature (and I understand that any such actions will not be tolerated in any manner in connection with the Project and will result in my immediate removal from the Project and all related activities);
  - e. Refrain from taking any action that endangers myself or others;
  - f. Respect at all times the facilities, equipment, rooms, buildings and surroundings related to the Project;
  - g. Become familiar with the rules, regulations and safety guidelines issued by the manufacturer or seller of any tool, product or material used by me during the course of the Project and not violate such rules, regulations and safety guidelines; and
  - h. Immediately report accidents, injuries and illnesses to the Project organizers or leaders.

I further acknowledge and agree that Homes Not Borders reserves the right to notify law enforcement as it deems necessary and appropriate in connection with the Project.

6. **Governing Law and Severability.** I (a) acknowledge that this Release is intended to be interpreted as broadly and inclusively as permitted by the laws of the State of Maryland, (b) agree that this Release shall be governed by the internal laws of the State of Maryland and (c) agree that if any clause or provision of this Release is 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.

7. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY BETWEEN MYSELF AND HOMES NOT BORDERS AND THE OTHER RELEASED PARTIES DESCRIBED IN THIS RELEASE AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Volunteer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Volunteer (*please print*)

**PARENT/GUARDIAN RELEASE FOR MINORS** (under 18 years old)

The undersigned parent/guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Project and has agreed individually and on behalf of such child or ward to the terms of the Release set forth above. The undersigned parent/guardian further agrees to indemnify and hold harmless each of the Released Parties from and against any and all liability, losses, costs, claims or damages whatsoever which may be imposed upon any Released Party because of any defect in or lack of such capacity to so act.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent/Guardian (*please print*)