



# Volunteer Agreement, Release and Waiver of Liability

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 Hancock County Habitat for Humanity, Habitat for Humanity International, Inc.<sup>1</sup>, and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

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

**Release and Waiver.** In consideration of and in order to be allowed to participate in the Activities, I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that by signing this Release I knowingly assume the risk of injury, harm, damage and loss associated with the Activities. I also understand that the Released Parties do 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.

*I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of construction work, I understand that using power tools, excavation, demolition,*

<sup>1</sup> Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

*working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.*

**Consent to Transportation and Medical Treatment.** I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

**Insurance.** I understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

**Confidentiality.** I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

**Photographic/Recording Release.** I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or

provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

**SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:**

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

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

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_

**Witness:** Name (please print): \_\_\_\_\_

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

**EMERGENCY CONTACT INFORMATION FOR VOLUNTEER OVER 18 YEARS OF AGE:**

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

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

(W) \_\_\_\_\_

Email: \_\_\_\_\_

**IMPORTANT:** If the Volunteer is less than 18 years of age, all parents or guardians must (1) complete the signature section below; and (2) sign one additional form: the “Parental Authorization for Treatment of, and Travel With, a Minor Child” (“Parental Authorization”) on the following page. If the minor will be travelling outside the United States, the Parental Authorization must be notarized.

If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.



# Hancock County Habitat for Humanity Participant COVID-19 Release and Waiver of Liability



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

*[This document is supplemental to our general Release and Waiver of Liability.]*

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, although it may also be present on surfaces and may also spread through HVAC systems. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Hancock County Habitat for Humanity (HCoHFH) has put in place preventative measures to reduce the spread of COVID-19 and protect participants and staff. These measures were developed in accordance with the recommendations of the State & Federal Centers for Disease Control (CDC) but may, out of an abundance of caution and concern, also go beyond those recommendations to help keep our participants & staff safe.

Although strict requirements for social distancing and safety are in place at our site(s) and office, Hancock County Habitat cannot guarantee in all circumstances that you will not become infected with COVID-19 at one of these locations. The risk of exposure to COVID-19 remains even for those who are vaccinated.

Participation in Hancock County Habitat’s programs is voluntary. Modifications to *Sweat Equity* requirements for Habitat Homeownership Partners have been offered to reflect COVID-19 concerns.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in work at the Habitat jobsite and/or during a pre-scheduled appointment at the organization’s office. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Hancock County employees, partners, and other program participants and their families.

I knowingly, voluntarily, and without coercion from anyone agree to assume all of the foregoing risks of potential exposure to COVID-19 by participating in Hancock County Habitat programs and accept sole responsibility for and expressly assume the risk of any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in Habitat’s program(s), including but not limited to the risk of exposure to COVID-19. I also hereby knowingly, voluntarily, and without coercion from anyone release, covenant not to sue and to discharge and hold harmless Hancock County Habitat for Humanity, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my exposure or threat of exposure to COVID-19.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

# HANCOCK COUNTY HABITAT COVID-19 CONSTRUCTION SAFETY AGREEMENT

*\*Each participant or volunteer must complete this form separately.*



Modified Shutterstock image.

I, \_\_\_\_\_ [print name], have read, understand, and agree to abide by the following additional safety measures implemented by Hancock County Habitat. I will reread these requirements once before every volunteer/participant work-shift and will be sure to listen to new instructions provided by the site supervisor(s) the day-of. I understand that these measures have been implemented out of an abundance of caution to help ensure the health of everyone involved in the organization and that these measures may go beyond what the state or federal government is currently recommending.

Further, I will re-sign Hancock County Habitat's annual Liability & Waiver form prior to resuming work with the organization which I understand now contains a separate page related to COVID-19 / the novel coronavirus.

I also understand that the organization may need to make additional changes to its policies in response to evolving Pandemic conditions at the local, state and national levels. A copy of such policy changes will be provided to each Participant in writing for their acknowledgement as change(s) occur.

As defined in more detail below, I understand that Habitat's requirements address the following:

- Vaccinations
- Reduced Capacity / Work-crew Sizes
- Waivers & Weekly Pre-Registration
- Mask Requirements, High-touch Surface Precautions, Ventilation, etc.
- Participation which is:
  - Self-Limiting and Self-Selecting,
- Self-Checks, and
- Self-Quarantine Precautions

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please also initial each section below as indicated by the highlights.**

**VACCINATIONS (Mandatory for in-person participation):**

As a private organization *and* recognizing the direct threat to the health and safety that unvaccinated individuals may pose to other workers, HCoHFH is choosing to only allow participants, volunteers and staff on site and in our office **who self-attest to being fully vaccinated against COVID-19.**

Recognizing that the currently available COVID-19 vaccines are approved under Emergency Use Authorizations (**EUA**), refusal or inability to get vaccinated will **NOT** be a reason for Partner deselection from our homeownership program.

Habitat Partners can request alternate sweat equity accommodations through the office if they have concerns under the EUA or are unable to get vaccinated for COVID-19 because of a disability, because their doctor has advised them not to get the vaccine while pregnant or breastfeeding, or because of a sincerely held religious belief, practice, or observance. [HCoHFH may request additional supporting information. We are committed to conducting a “interactive process” under the ADA to determine if there are any reasonable accommodations which can be made. All such information, including this document, shall be kept in the strictest of confidence and will be treated as a confidential medical record, retained separately from Partner application materials.]



**I attest that I am fully vaccinated against COVID-19 as of the date of this safety agreement or that I will be fully vaccinated by this date [redacted] [date] [redacted] [initials].**

*\*Fully vaccinated is defined as 2-weeks after receipt of the 2<sup>nd</sup> Pfizer or Moderna vaccine or 2-weeks after receiving the 1-dose Johnson & Johnson vaccine.*

HCoHFH **will NOT** ask you to provide any specific medical information or family history as part of this or future inquiries into your vaccination status. **DO NOT** initial here if you are not fully vaccinated or will not be by July 31st.]

**Note:** If allowed under current law, HCoHFH may ask participants, volunteers and staff to reaffirm their vaccination status should boosters become available and recommended in the future and/or should vaccines achieve full FDA approval above and beyond the EUA status.

**REDUCED CAPACITY [redacted]:**

Habitat will operate under a reduced work crew size. While many restrictions are being lifted elsewhere, we’ll still be taking our cues from the Governor’s prior 6/17/20 executive order re limiting building capacity based on square footage. We are setting a lower **limit of 3 persons** working indoor at our ~1,000 sq.ft. project [including our Construction Manager] as, during renovations, there may be a lack of available tasks in separate rooms in the house with workers congregating in a smaller space. All participants will practice social distancing and good hand hygiene.

Due to the limited number of those allowed on site each day, we ask participants to commit to a full day of 9AM-3:30PM volunteering, unless otherwise specified by the office or site manager. Please note, it is suggested that volunteers & participants from different households not carpool together to/from site.



## WAIVERS & PRE-REGISTRATION [REDACTED]:

All participants are required to sign *Release & Waiver* forms on an annual basis prior to volunteering and for this period, we have added an additional COVID-19 waiver page. Participants will also be asked to sign-off on having read and agreeing to abide by our updated safety procedures.

**Access by appointment.** [Director.HCHH@gmail.com] Interested participants should pre-register each week with the office no later than Thursday at noon the day prior to their Saturday shift to ensure that we are maintaining the new cap on volunteer numbers and provide each person with updated information. Those showing up to the site without notice will be turned away.

**Contact tracing.** All visitors to the site will be asked to provide two means of contact [preferably a cell phone and email] as well as an emergency # for contact tracing in the event that someone who has worked on the site tests positive or learns of a potential exposure in/around the window of time when they were on site. Reports of such suspected/actual exposure can be made to Habitat's *Executive Director* who will maintain the individual's privacy/protect their identity except as may be required in reporting to the Maine CDC.

## MASKS REQUIRED, HIGH-TOUCH SURFACE PRECAUTIONS, PERSONAL TOOLS, ETC. [REDACTED]:

**Masks.** Habitat requires all staff, vendors, and visitors to wear a face covering [covering mouth and nose] on-site at all times\*, both inside and outside, [except for meals & drink breaks], even when physical distancing is possible.

- Participants should review the CDC's guidelines regarding how to properly and safely put on, wear and take off facial coverings.
- Masks must be worn in the port-a-john as well as that structure does not have good ventilation, one of the factors thought to cut down on germ spread/transmission.
- Due to a shortage of PPE, Habitat asks participants to bring your own face covering (a mask, not a gaiter or bandana) but will provide OSHA-compliant masks for tasks requiring higher levels of protection in a construction setting.
- \*Habitat recognizes that the CDC suggests that individuals with certain medical issues not wear masks, however, due to transmission concerns with asymptomatic individuals and COVID variants, it is not viewed as a reasonable accommodation to alter our "masks required" policy unless "air-gapping" of multiple days can happen between masked and unmasked workers. (See section re pre-scheduling required.)
- Habitat Partner applicants with an underlying medical condition which prevents them from wearing a mask [basic doctor's note required *without* the need to specify what condition(s) prevent mask wearing] will either be exempt from sweat equity requirements on the jobsite and/or be provided with alternate ways to earn sweat equity.

**Hand sanitizing.** Everyone must sanitize their hands upon arrival at our program location and each time upon entering the home.

**Heat-Pump/AC OFF & Windows Open.** Habitat will work to minimize microbiological spread through dilution, exhaust, and cleaning of the air.

- HVAC systems such as the mini-split heat-pump in the home *may* have the potential to spread contaminants/ germs.
- Windows opened throughout the project should be utilized during workdays and the mini-split turned off until leaving for the evening and at upon arrival in the morning.



- As high-touch surfaces, windows should only be opened and shut by the Construction Manager or by the vendor on site and must only be done so after hands are cleaned with at least 60% alcohol-based hand sanitizer.
- Recognizing that it is not ideal to eliminate air-conditioning on certain summer days, the construction manager may “call” a workday due to heat and humidity and/or may consider altering the day’s schedule to accommodate early morning or evening work.
- In addition, for filtration following dusty activities or those which involve use of solvents, an air scrubber with HEPA filter may be run when just the Construction Manager is present

Personal Hand Tools. If volunteers have their own set of basic hand tools and a nail apron, they are encouraged to label and bring them along. [*Exception:* No off-site power tools, please, as Habitat tests & maintains its own set for safety.] Habitat communal tools will be cleaned with a disinfecting wipe after each shift and should not be shared during the workday between volunteers.

**SELF-LIMITING [REDACTED]:** Hancock County Habitat asks that participants & volunteers self-limit to those who are taking full precautions during daily activities when interacting with non-household members at gatherings, the office, etc., especially given recently relaxed mask mandates with still only ~50% of the state’s population vaccinated (as of 5/25/21).

Early on in the Pandemic, Dr. William Miller, an epidemiologist at Ohio State University, summed up transmission risk with a simple phrase: *“time, space, people, place”*. As Habitat brings together Partners, volunteers & supporters from different households for prolonged periods of time, performing activities which are likely to increase respiration rates, in what can be close-quarters, we feel the need to be more community-centric and take extra precautions with our most valuable resource = our people.

Participants & volunteers who live with those at higher risk and the unvaccinated should also consider the potential risk to their loved ones before signing up to volunteer. Habitat Partners with loved ones with underlying medical conditions can request alternate sweat equity accommodations if they have a concern about exposure.

The CDC notes that the following groups or individuals are at higher risk for COVID-19 complications:

- People 65 or older
- People who live in a nursing home or long-term care facility
- People of all ages with underlying medical conditions, particularly if not well controlled including:
  - People with chronic lung disease or moderate to severe asthma
  - People who have serious heart conditions
  - People who are immunocompromised: Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications
  - People with severe obesity (body mass index [BMI] of 40 or higher)
  - People with diabetes
  - People with chronic kidney disease undergoing dialysis
  - People with liver disease





**SELF-SELECTING [REDACTED]**: While Habitat loves to welcome volunteers of all skill levels and those with no prior construction experience, for the duration of the renovation/refresh, we plan on only inviting out those with specific skills and experience relevant to the task(s) at hand. This will cut down on the amount of close-space teaching that our site manager will need to do and will allow the project to wrap up more quickly -- allowing the Partner to move in sooner. Thank you for understanding!

**STATE-SPECIFIC / LIMITED GEOGRAPHIC AREAS [REDACTED]**: Travel restrictions and 14-day quarantines following travel may be reimposed by the state and/or federal government if cases of COVID again begin to rise. Participants acknowledge that they will abide by these restrictions. At present, we're only asking that you refrain from coming to the site if you've engaged in airline travel in the last 14-days, regardless of whether or not you've experienced any symptoms of illness afterwards and regardless of vaccine status.

**SELF-CHECKS [REDACTED]**: Recognizing that being asymptomatic or without fever isn't a guarantee that a person is COVID-19 free, Habitat none-the-less asks that all those coming to the jobsite take their temperature prior to departing from home--supervisor, Partners, volunteers and vendors alike. Those with a temperature which falls outside of the norm are asked to refrain from coming to the jobsite. Per WebMD:

*Not everyone's "normal" body temperature is the same. For a typical adult, body temperature can be anywhere from 97 F to 99 F. [Babies and children have a little higher range: 97.9 F to 100.4.] Your temperature doesn't stay the same all day, and it will vary throughout your lifetime, too.*

**SELF-QUARANTINE [REDACTED]**: All participants must be completely illness/symptom free (cold, flu, fever, stomach virus, etc.) for **at least** 14 days prior to volunteering/completing sweat equity even if the tasks include outdoor work. In addition, if a member of your household or someone in your close circle of friends and family are/were exhibiting symptoms of any illness and/or had exposure to a person known to have or suspected of having COVID-19, Habitat is requesting that you refrain from participating for 14-days post [suspected] exposure, at minimum, even with a negative test result and even if you've already been vaccinated against COVID. Per the CDC, a negative test may not be accurate if performed too early:

**If you test negative for COVID-19**, you probably were not infected at the time your sample was collected. However, that does not mean you will not get sick. It is possible that you were very early in your infection when your sample was collected and that you could test positive later. Or you could be exposed later and then develop illness. In other words, a negative test result does not mean you won't get sick later. This means you could still spread the virus.

<https://www.cdc.gov/coronavirus/2019-ncov/testing/diagnostic-testing.html>

See CDC guidance on interpreting test results and next steps: <https://www.whitehouse.gov/wp-content/uploads/2020/05/Testing-Guidance.pdf>

If you or a member of your household have contacted COVID (even for those who never develop symptoms), we ask that you follow all CDC guidelines regarding isolation (quarantine) and other precautions. For severe cases of COVID, 20 days after symptom onset + a negative test result before returning to work with Habitat may be warranted.

For an updated list of testing sites throughout the state, visit: <https://get-tested-covid19.org/> or <https://vaccinateme.maine.gov/>

**Questions? Please contact Kelley Ellsworth, Executive Director, at [Director.HCHH@gmail.com](mailto:Director.HCHH@gmail.com)**

