

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

I, (please print) _____, acknowledge that I have volunteered to participate without pay on the construction site and in other activities with the Dallas Area Habitat for Humanity ("DAHfH"), Dallas Texas, Highland Park United Methodist Church and Labors for Neighbors, Inc.. 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 Dallas Habitat for Humanity, Highland Park United Methodist Church, Labors for Neighbors, Inc.. and where applicable, by the City of Dallas, to participate in the activities and use DAHfH, Highland Park United Methodist Church and/or Labors for Neighbors, Inc.. tools and facilities, I hereby agree and covenant that I, my assignees, heirs, distributees, guardians, and legal representatives will never make any claim, lawsuit, or other proceeding (whether judicial or administrative) against, sue, or touch the property of DAHfH, the City of Dallas, Dallas Area Habitat for Humanity or Administaff Companies, Inc., Highland Park United Methodist Church, Labors for Neighbors, Inc. or/and their directors, officers, agents, employees, volunteers, suppliers, contractors, or subcontractors for injury, illness, or damage resulting from my participation in this Dallas Area Habitat for Humanity, Highland Park United Methodist Church and/or Labors for Neighbors, Inc. activity. I HEREBY FOREVER RELEASE AND DISCHARGE DAHfH DALLAS AREA HABITAT FOR HUMANITY, THE CITY OF DALLAS, HIGHLAND PARK UNITED METHODIST CHURCH, LABORS FOR NEIGHBORS, INC. AND ADMINISTAFF COMPANIES, INC. 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 DALLAS AREA HABITAT FOR HUMANITY, HIGHLAND PARK UNITED METHODIST CHURCH, AND/OR LABORS FOR NEIGHBORS, INC. ACTIVITES (INCLUDING BUT NOT LIMITED TO ACTIONS, CLAIMS, OR DEMANDS RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DAHfH DALLAS AREA HABITAT FOR HUMANITY, THE CITY OF DALLAS, ADMINISTAFF, HIGHLAND PARK UNITED METHODIST CHURCH, LABORS FOR NEIGHBORS, INC. OR THEIR DIRECTORS, OFFICERS, AGENTS EMPLOYEES, SUPPLIERS OR CONTRACTORS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES). THIS RELEASE IS INTENDED BY ALLBOTH PARTIES TO BE BROAD IN ITS EFFECT.

I further understand Administaff is an offsite staff leasing services company and that neither Administaff nor the City of Dallas is in no way responsible for my actions or the actions of the agents or employees of DAHfH Dallas Area Habitat for Humanity, Highland Park United Methodist Church, or Labors for Neighbors, Inc.. I understand that Administaff and 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, Highland Park United Methodist Church, or Labors for Neighbors, Inc.. 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, DAHfH Dallas Area Habitat for Humanity, the City of Dallas, Highland Park United Methodist Church, Labors for Neighbors, Inc. and Administaff Companies, Inc. 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
if volunteer is under 18**

City, State, Zip

Phone

Organization

Please SIGN your name on the first line and PRINT all other information. Please fill out this form completely. Thank you!
Dallas Area Habitat DAHfH surveys volunteers via e-mail. If you prefer not to receive these e-mails, please contact Ashley Casano at acasana@dallas-habitat.org or Jennifer Knoeber at jknoeber@dallas-habitat.org.

VOLUNTEER WORKER'S FORM

Project Name: WillieBuild Project No: _____
Location: 1855 Homeland St., Dallas TX 75212 Decision No: _____
Contractor or
Organization: Dallas Area Habitat for Humanity 2800 N. Hampton Rd Dallas TX 75212
Name Address City State

Description of Work: Construction

Volunteer Name: _____

Address: _____

City **State** **Zip**

Phone: _____

Work Done: Construction

FROM (mm dd yy)	TO (mm dd yy)
May 7, 2011	May 21, 2011

I understand I will not receive any type of **payment or material compensation** for the work done on the *Land Bank II project* for the time period listed above.



Signature

Date