

Community Building *Works!* – Release and Liability Waiver

This Release and Liability Waiver (“Release”) is made and entered into, effective as of _____, 20____, (“Effective Date”) by and between Community Building *Works!* Inc., its directors, officers, employees, and agents (“CBW!”) and _____ (“Volunteer”).

Volunteer seeks to engage in activities of CBW! on a voluntary basis, without compensation of any kind. Volunteer understands that such activities may include construction of residential buildings, landscaping, office work, participating in CBW! events, and other activities. Volunteer freely, voluntarily, and without duress executes this Release, which includes the terms and conditions stated below:

1. Volunteer represents and warrants that he or she is medically able to undertake all CBW! activities engaged in by Volunteer.
2. Volunteer understands that participation may include work that is hazardous, including, but not limited to construction work, loading and unloading, transportation of materials, operation of tools and equipment, and similar activities. Volunteer expressly and specifically assumes the risk of injury or harm from engaging in CBW! activities, and releases CBW! from all liability for injury, illness, death, or property damage resulting from the same.
3. Volunteer hereby releases and forever discharges and holds harmless CBW! and its successors and assigns from any and all liability and claims which may result from Volunteer’s participation with CBW!, including without limitation those of bodily injury, illness, death, emotional distress, property damage, whether caused by Volunteer’s own negligence or by the sole or partial negligence of CBW! or its principals, directors, officers, employees, agents, associates, CBW! volunteers, third parties, or otherwise. Volunteer assumes the risk and the responsibility for any injury or damage that Volunteer may suffer in connection with Volunteer participation in CBW! activities, regardless of how such injury or damage may arise and regardless of who is at fault, including but not limited to claims arising in whole or in part from CBW! negligence or other error or omission in skill training, safety or other instruction, supervision, provision of or failure to provide tools and/or safety equipment, maintenance of the job site, provision of materials or supplies, or otherwise. Volunteer hereby releases and forever discharges and holds harmless CBW! and its successors and assigns from any claim whatsoever which arises or may hereafter arise on account of any first aid or other medical treatment or service rendered to Volunteer.
4. Volunteer understands that CBW! does not carry or maintain health, medical, workmen’s compensation, disability, or other insurance for any Volunteer’s benefit. Volunteer has sole responsibility to procure and pay for any insurance covering Volunteer activities with CBW!.
5. Volunteer hereby grants and conveys unto CBW! all rights, title, and interest in any and all photographic images and video or audio recordings that include Volunteer showing CBW! activities, and hereby waives and assigns to CBW! all rights in the same.

This Release shall be governed by the laws of the State of New York; interpreted as broadly as such law permits. Any dispute arising from or concerning this Release shall be venued in the New York State Supreme Court, Tompkins County. If any term of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such term shall not affect the remaining provisions of this Release, which shall continue to be enforceable. This Release states the entire agreement between Volunteer and CBW! regarding its subject matter.

With the intention to be fully bound by its terms and conditions, I voluntarily execute the foregoing Release in full as of the Effective Date.

Volunteer Signature

PLEASE COMPLETE BOTH SIDES OF FORM

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Volunteer Identification, Medical, and Emergency Contact Information

PLEASE PRINT LEGIBLY

Volunteer Name: _____

Email address: _____

Address: _____

City, State, Zip: _____

Telephone (Home): _____

Telephone (Work): _____

Telephone (Cell): _____

Date of Birth: _____

In case of emergency, please contact:

Name: _____

Relationship: _____

Address: _____

City, State, Zip: _____

Telephone (Home): _____

Telephone (Work): _____

Telephone (Cell): _____

Medical conditions or anything else about the Volunteer that Community Building *Works!*, Inc. should know about:

PLEASE COMPLETE BOTH SIDES OF FORM