

HOMEAID HAWAII VOLUNTEER RELEASE AND WAIVER OF LIABILITY

NOTICE – THIS IS A LEGAL DOCUMENT THAT CONTAINS A GENERAL RELEASE. IT SHOULD BE READ CAREFULLY AND UNDERSTOOD FULLY BEFORE SIGNING OR CHECKING THE AGREEMENT BOX.

This Release and Waiver of Liability (the “Release”) is executed by the undersigned **Volunteer** and his or her heirs, administrators, executors, legal representatives, successors, and assigns, in favor of **HomeAid Hawaii**, a Hawaii non-profit corporation, their shareholders, directors, officers, parent or affiliated companies, trustees, employees, staff, members, contractors, volunteers, agents, successors, and assigns (collectively “HomeAid”).

The Volunteer desires to work as a volunteer for HomeAid and engage in the activities related to HomeAid’s operations, including but not limited to various construction-related activities (the “Activities”). In consideration of HomeAid’s accepting Volunteer as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Volunteer, Volunteer hereby freely, voluntarily, and without duress executes the following Release:

1. Release and Waiver

Volunteer covenants not to sue and does hereby release, forever discharge, defend, and hold harmless HomeAid from any and all liability, claims, demands, and causes of action of any kind or nature, either in law or equity, that may arise from, occur during, or result from the Activities and/or Volunteer’s work or services for HomeAid, regardless of whether caused in whole or in part by an act or omission of HomeAid.

Provided that notwithstanding the foregoing, nothing in this Release shall be construed in any circumstance as releasing HomeAid or any other person or entity from any liability, claim, or demand caused solely by the negligence or willful misconduct of HomeAid.

Volunteer understands that this Release discharges HomeAid from any liability or claim that Volunteer may have against HomeAid with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities and/or Volunteer’s work or services for HomeAid.

2. Assumption of Risk

Volunteer understands that the Activities and/or Volunteer’s work or services for HomeAid may be hazardous to Volunteer and may, in some situations, involve inherently dangerous activities.

Risks include but are not limited to construction, lifting, carrying, working with equipment, handling hazardous materials, travel, transportation, and exposure to unpredictable individuals or situations.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases HomeAid from all liability for injury, illness, death, or property damage.

3. Insurance

Volunteer understands that, if injured while engaged in the Activities and/or Volunteer's work or services for HomeAid, Volunteer's insurance, if any, shall be primary and HomeAid's insurance shall be secondary.

HomeAid does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteer, including, but not limited to, secondary medical, health, or disability insurance in excess of what it currently provides.

4. Medical Treatment

Volunteer does hereby release and forever discharge HomeAid from any claim whatsoever that may arise or result from any first aid, treatment, or any like service rendered in connection with the Volunteer's work or services.

5. Consent

Volunteer does hereby grant and convey unto HomeAid and its affiliates all right, title, and interest in any and all photographic images and video or audio recordings made by HomeAid during the Activities and/or Volunteer's work or services for HomeAid, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other Terms

Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Hawaii.

Volunteer agrees 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.

Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and HomeAid shall be a state or federal court having jurisdiction over Honolulu, Hawaii.

7. Electronic Acknowledgment and Signature

By checking the acknowledgment box provided with this digital form, I acknowledge that I have read, understood, and voluntarily agree to the terms and conditions of this Release and Waiver of Liability.

I understand that my electronic acknowledgment and submission shall constitute my signature and agreement to be legally bound by the terms of this Release to the same extent as if I had signed a hard copy with a handwritten signature.

I further acknowledge that I am at least 18 years of age (or have obtained parental consent if under 18) and am competent to execute this agreement.