

DuPage Habitat for Humanity
Release and Waiver of Liability for Minors

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 2010, by _____, a minor child (the "Youth") and _____, the parent having legal custody and/or the legal guardian of the Youth/the "Guardian" in favor of DuPage Habitat for Humanity, Inc., and Illinois not-for-profit corporation ("Habitat"), its directors, officers, employees, and agents for and in consideration of Habitat permitting the Youth to participate in Habitat's program as set forth herein.

The Youth and Guardian desire the Youth to participate in Habitat's Volleyball Tournament, and the activities related to such participation.

The Youth and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Waiver and Release.** Youth and Guardian do hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, including attorneys fees and court costs, which arise or may hereafter arise from Youth's participation in Habitat's Volleyball Tournament and the activities related to such participation.

Youth and Guardian understand and agree that this Release discharges Habitat from any liability or claim that the Youth and Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from volunteer's participation in Habitat's Volleyball Tournament and the activities related to such participation. Youth and Guardian also understand and agree that Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance.

2. **Medical Treatment.** Youth and Guardian do hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Youth's participation in Habitat's Volleyball Tournament.
3. **Assumption of Risk.** The Youth and Guardian understand that the Volleyball Tournament may include activities that may be hazardous to volunteer and that food and medical facilities may be donated to Habitat and beyond the control of Habitat. Youth and Guardian hereby freely, expressly, and specifically assume the risk of injury or harm in these activities and release Habitat and its directors, officers, employees and agents from all liability for injury, illness, death, or property damage resulting the activities of the Youth's participation in Habitat's Volleyball Tournament and the activities related to such participation.

4. **Insurance.** The Youth and Guardian understand that Habitat does not carry or maintain health, medical, or disability insurance coverage or workers compensation coverage for any Youth and that Youth is not an employee of Habitat for any purpose.

Each Youth is expected and encouraged to arrive with medical or health insurance coverage in effect.

5. **Photographic Release.** Youth and Guardian do hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during Habitat's Volleyball Tournament, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Other.** Youth and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois. Youth and Guardian agree that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Youth and Guardian have executed this Release as of the day and year first above written.

Youth

Parent or Guardian

Address: _____

Phone (Home): _____

(Cell): _____

**** Please use phone numbers that can be used in case of emergency on the day of the tournament (March 7, 2010).**