

Release and Waiver of Liability, Photos and Information Sharing

For purposes of this Release and Waiver of Liability, Photos and Information Sharing, a Neighborhood Grants Initiative Program Participant shall include, but not be limited to, all individuals involved in the planning, execution, and closing of a project within the Neighborhood Grants Initiative.

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

This Release and Waiver of Liability, Photos and Information Sharing (the "Release") is being executed in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity Chicago, an Illinois nonprofit corporation, their directors, officers, employees, volunteers and agents (collectively, "Habitat"). The Neighborhood Grants Initiative Program Participant desires to engage in the activities related the Neighborhood Grants Initiative and understands that the execution of these activities may include photo documentation and the collection of project-related information. The Neighborhood Grants Initiative Program Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE AND WAIVER. Neighborhood Grants Initiative Program Participant does 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, which arise or may hereafter arise from the Program Participant's Activities with Habitat. Program Participant also understands that Habitat does not assume any responsibility for or obligation to provide financial assistance in excess of the grant amount or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness related to the Project.

ASSUMPTION OF THE RISK. The Program Participant understands that the Activities of their project may include work that may be hazardous to the Program Participant, including but not limited to construction, loading and unloading, and transportation to and from various locations. The Program Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

PHOTOGRAPHIC RELEASE. The Program Participant does 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, or submitted to Habitat by the Project Group, during the Program Participant's Activities with Habitat's Neighborhood Grants Initiative, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

INFORMATION RELEASE. The Program Participant does hereby grant and convey unto Habitat all right, title and interest in any and all information gathered and submitted to Habitat by Project Groups during project planning, execution, and closing of their Project. The Program Participant gives Habitat the right to release this information related to their project to parties including but not limited to Habitat staff, volunteers, donors, program participants, supporters, and all those who receive information from Habitat.

OTHER. Program Participant expressly agrees 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. Program Participant 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.