THE BUILD TEAM NFP
Volunteer Agreement - Release of Liability

Please read carefully! This is a legal document that affects your legal rights!

Volunteer Name _____ Date of Birth _____

Address_____

Phone_____ Email_____

Emergency contact name and phone number_____

If under 18 years of age:

Name of Parent or Legal Guardian_____

Address_____ Phone_____

This Volunteer Agreement and Release of Liability (the "Agreement") is entered into

by _____ (the "Volunteer") in favor of The Build Team NFP, an Illinois Not for Profit Corporation, its directors, officers, employees, and agents (collectively, "The Build Team").

The Volunteer and, if applicable, the Guardian desire that the Volunteer participate in certain projects and other activities of The Build Team (the "Activities"), and understand that the Activities may include construction projects on and repair and rehabilitation of residential buildings, working in The Build Team offices, and other tasks on behalf of The Build Team.

The Volunteer and, if applicable, the Guardian recognize that there are inherent risks and dangers in performing construction projects and that The Build Team has the right to refuse to allow any Volunteer to participate in a project or other Activity, for any reason and in the sole discretion, of The Build Team.

The Volunteer and, if applicable, the Guardian, hereby freely, voluntarily, and without duress execute this Volunteer Agreement and Release of Liability under the following terms.

1. **Release and Waiver of Liability**. Volunteer and, if applicable, the Guardian, does hereby release and forever discharge and hold harmless The Build Team and its successors and assigns from all liability, claims and demands of whatever kind or nature, either in law or in equity (the "Claims"), which arise or may hereafter arise from Volunteer's participation in the

Activities of The Build Team. Volunteer and, if applicable, the Guardian, understands that this Release and Waiver of Liability releases and discharges The Build Team and its officers, directors, employees, agents, donors, project sponsors, construction service providers and suppliers of construction materials and equipment from any Claims with respect to bodily injury, personal injury, illness, death or property damage that may result or arise from Volunteer's participation in the Activities of The Build Team, whether caused by the negligence of The Build Team or its officers, directors, employees, agents, donors, project sponsors, construction service providers, suppliers of construction materials and equipment, or otherwise. Volunteer and, if applicable, the Guardian, understands that The Build Team does not assume any responsibility to provide medical, health, disability, liability, or workman's compensation insurance, or any other financial assistance to Volunteer.

2. **Medical Treatment.** Volunteer and, if applicable, the Guardian, does hereby release and forever discharge The Build Team from any Claims which arise or may hereafter arise on account of any first aid, treatment or service rendered or provided to Volunteer in connection with the Volunteer's participation in the Activities of The Build Team.

3. **Assumption of the Risk.** Volunteer and, if applicable, the Guardian, understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading of materials, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm from the Activities.

4. **Insurance Certification.** Volunteer and, if applicable the Guardian, certifies that the Volunteer is adequately covered by medical and health insurance, and understands that it is not the intent of The Build Team to carry or maintain medical, health, disability, liability, or workman's compensation insurance coverage for Volunteer.

5. **Compliance with Rules of Interpersonal Behavior.** The Build Team requires all officers, directors, employees, agents and volunteers to exercise the basic rules of respect, dignity, kindness, courtesy and manners in all the Activities and workplace relationships. Volunteer agrees to recognize and avoid behaviors that others may find offensive whether in speech, gestures, or any other form. Volunteer agrees to act in an honest and ethical manner, and to respect the property of others when participating in the Activities of The Build Team.

6. **Compliance with Rules Prohibiting Drugs and Alcohol.** The Build Team maintains a drug- and alcohol-free worksite. No drugs (other than prescription) or alcohol are allowed on The Build Team worksites and are strictly prohibited. This includes the manufacture, distribution, dispensing, possession or use of controlled substances. Volunteer agrees to comply with these restrictions and prohibitions, and understands that failure to comply with the prohibitions against drugs and controlled substances must and will be reported to local authorities.

7. **Agreement for Protection of All Participants.** The Build Team recognizes the need to protect the safety of children, volunteers and all individuals participating in or benefitting from the Activities of The Build Team. Therefore, Volunteer understands that The Build Team

may engage in a background check of Volunteer, including checking against the National Sex Offender Registry.

8. **Photographic Release.** Volunteer and, if applicable the Guardian, does hereby grant and convey to The Build Team all right, title, and interest in any and all photographic images and video or audio recordings made by or on behalf of The Build Team during Volunteer's participation in the Activities of The Build Team, including, but not limited to, any royalties, proceeds or benefits derived from such photographs or recordings.

9. **Termination of Volunteer Agreement.** Volunteer and, if applicable the Guardian, agree that The Build Team may, in its sole discretion, terminate the participation by Volunteer in the Activities of The Build Team, and further agree that the Release and Waiver of Liability provided for in this Agreement shall survive the termination of such participation.

10. **Participation Restrictions Due to Age**. It is the policy of The Build Team that minor youth under the age of 16 not be allowed on a The Build Team worksite while there is construction in progress. It is further the policy of The Build Team that, while youth between the ages of 16 and 18 may be allowed to participate in construction work when under the direct supervision of a parent or guardian, activity such as using power tools, excavation, demolition, or working on rooftops is not permitted by anyone under the age of 18. Volunteer, if under the age of 18 and the Guardian, agree that Volunteer shall not engage in any such activity under any circumstances, and if Volunteer is requested to engage in an activity for which Volunteer is not permitted under this policy, Volunteer agrees to refuse and advise that Volunteer is prohibited due to age.

11. **Agreement to Comply with Safety Rules.** Volunteer agrees to comply with all of The Build Team's safety rules, and Volunteer certifies that Volunteer has read, understands and will comply with The Build Team Safety Rules which are attached to this Agreement.

12. **Scope and Application of Illinois Law.** Volunteer and, if applicable the Guardian, expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. It is further agreed that in the event any clause or provision of this Agreement 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 Agreement which shall continue to be enforceable.

13. **Volunteer Confidentiality Agreement.** Volunteer may be granted access to information regarding The Build Team's recipients of charitable services, applicants, donors, volunteers and The Build Team work product which may be deemed personal and confidential ("Confidential Information"). Confidential Information may include, but is not limited to, personal information; medical status or history; salary information; employment information; social security number; banking, credit or other financial records; donor identification and donor amounts; work product and materials related to grants, funding, future worksites, and financial information. It is the policy of The Build Team to use this information exclusively for the purposes for which it was provided and/or created, and to keep it strictly confidential.

Volunteer agrees that Volunteer, both during and after Volunteer's service, will hold any such information strictly confidential; Volunteer will not use or disclose such Confidential Information, except as necessary in the course of Volunteer's service; and the Volunteer will not retain copies of any documents containing such Confidential Information. Any questions regarding the use or disclosure of Confidential Information should be directed to the President of The Build Team in advance of any disclosure.

I have read, understand, certify and agree to comply with all of the provisions of this Volunteer Agreement and Release of Liability.

_____ Date: _____

Signature of Volunteer

_____

Print Name of Volunteer

For Volunteers under 18 years old - Guardian Consent and Agreement

I, the parent or guardian of _____, hereby give my voluntary consent for his/her participation in the Activities of The Build Team.

I further acknowledge and agree to the provisions of Sections 1-4, 8 and 10 of this Agreement.

I certify that the Volunteer is adequately covered by medical and health insurance.

_____ Date: _____

Signature of Parent/Guardian

_____

Print Name of Parent/Guardian

THE BUILD TEAM NFP

VOLUNTEER REQUIREMENTS

CONSTRUCTION SAFETY RULES

ALL OF OUR SAFETY RULES MUST BE OBEYED, INCLUDING BY ALL VOLUNTEERS

Volunteer Requirements

1. Complete and Sign Volunteer Agreement — Release of Liability.
2. Arrive when scheduled and sign in and out of project worksite each day.
3. Have experience level determined by onsite project manager, and complete any required additional training.
4. Show respect for privacy and dignity of recipients of Build Team services.

Site Safety Rules — All Workers. Including Volunteers

Construction safety:

1. Appropriate personal safety equipment must be worn as prescribed for each job, such as: safety glasses for eye protection, hard hats at all times within the confines of the construction area where there is a potential for falling materials or tools, gloves when handling materials, safety shoes appropriate to work assignment are necessary for protection against foot injuries, and long pants when roofing.
2. Be sure that all guards are in place. Do not remove, displace, damage, or destroy any safety device or safeguard furnished or provided for use on the job, nor interfere with the use thereof.
3. Do not use power tools and equipment until you have been properly instructed in the safe work methods and become authorized to use them. Never oil, lubricate, or fuel equipment while it is running or in motion,
4. Before servicing, repairing, or adjusting any powered tool or piece of equipment, disconnect it, lock out the source of power, and tag it out.
5. Portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured. Step ladders shall not be used as a straight ladder. Ladders must extend three feet above landing on roof for proper use, Defective ladders must be properly tagged and removed from service. Keep ladder bases free of debris, hoses, wires, materials, etc.
6. Use only extension cords of the three-prong type. Use ground fault circuit interrupters at all times and when using tools in wet atmosphere (e.g. outdoors) or with any temporary power supply.
7. Never throw anything "overboard." Someone passing below may be seriously injured

8. Know what emergency procedures have been established for your job site. (location of emergency phone, first aid kit, stretcher location, fire extinguisher locations, evacuation plan, etc.)

Personal safety:

1. Protect yourself against sunburn and/or protect against burns from hot materials.
2. Limit smoking to designated smoking area
3. The use of illegal drugs or alcohol or being under the influence of the same on the project is strictly prohibited. Inform onsite project manager if taking strong prescription drugs that warn against driving or using machinery.
4. Do not use a compressor to blow dust or dirt from your clothes, hair, or hands.
5. Never work aloft if you are afraid to do so, if you are subject to dizzy spells, or if you are apt to be nervous or sick.

Medical Safety:

1. Alert the site manager to any medical emergencies or injuries, call 911 if appropriate and contact site manager.
2. Alert the site manager ahead of working if there are any medical conditions that the team should be aware of before working.
3. Keep your tetanus up-to-date when working on construction jobs.
4. Never move an injured person unless it is absolutely necessary. Further injury may result. Keep the injured as comfortable as possible and utilize job site first-aid equipment until an ambulance arrives.
3. Know where firefighting equipment is located and be trained on how to use it.
4. Lift correctly - with legs, not the back. If the load is too heavy GET HELP.
5. Do not enter an area which has been barricaded.