



## SHE NAILED IT 2024

### Release and Waiver of Liability and Hold Harmless Agreement

In consideration for receiving permission to participate in the “She Nailed It 2024” event, (the Event), I, \_\_\_\_\_ (Participant and Releasor) execute this Release and Waiver of Liability and Hold Harmless Agreement (the Release) on this\_\_day of \_\_\_\_\_ 2024 in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Nassau Habitat for Humanity, Inc., a Florida nonprofit corporation, their successors and assigns, and their directors, officers, employees, representatives, volunteers and agents (collectively, Habitat and Releasee) and their successors and assigns. I desire to take part in the Event which is a fundraiser for Habitat. I recognize and understand that nail hammering and running related to the Event are potentially and inherently dangerous. I expressly and voluntarily assume the risk of any and all injury or harm associated with participation in the Event and all related practices, drills, and other associated activities, and. I, FREELY, VOLUNTARILY AND WITHOUT DURESS EXECUTE THIS RELEASE.

1. **RELEASE, WAIVER AND HOLD HARMLESS.** I do HEREBY RELEASE, WAIVER, FOREVER DISCHARGE, HOLD HARMLESS HABITAT from any and all liability, claims, damage, demands, actions, judgements, liens, costs, expenses, court costs and attorney fees and causes of action of whatever kind or nature, either in law or in equity, which arise or may arise out of or are related activities associated with the Event held by Habitat. I further COVENANT NOT TO SUE HABITAT. I do understand that this RELEASE DISCHARGES HABITAT FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST HABITAT and binds me to HOLD HARMLESS AND NOT SUE HABITAT with respect to any bodily injury, personal injury, illness (including Covid), death or property damage that may result from my activities or while in, on or upon the premises where the Event is being conducted with Habitat, WHETHER CAUSED BY THE SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF HABITAT or otherwise. I also understand that Habitat does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
2. **OTHERS.** It is my express intent that this Release shall bind the members of my family, partner, spouse and any person or entity who may bring a cause of action on my behalf, if I am alive, and my heirs, personal representatives, executors, assigns any person or entity who may bring a cause of action on my behalf, if I am deceased.
3. **MEDICAL TREATMENT.** I hereby release and forever discharge Habitat from any claim whatsoever which arises or may arise on account of any first aid, treatment, or services rendered in connection with my activities in the Event with Habitat.
4. **ASSUMPTION OF THE RISK.** I EXPRESSLY, SPECIFICALLY AND VOLUNTARILY ASSUME THE RISK of injury or harm in connection with my activities in the Event with Habitat and release Habitat from any and all liability for injury, illness, death or property damage resulting from the Event.
5. **INSURANCE.** I understand that Habitat does not carry or maintain health, medical, or disability insurance for me or any Participant.
6. **PHOTOGRAPHIC RELEASE.** I grant, convey and agree that Habitat may use images and recordings, whether audio or visual or both, of me taken during the Event as Habitat sees fit in its sole discretion. I hereby release Habitat from any and all claims and demands arising out of or in connection with the use of such images and recordings, including without limitation any claims for libel, invasion of privacy or for any royalties, proceeds or other benefit derived from such images or recordings.



I expressly agree that this Release is intended to be broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed and interpreted in accordance with the laws of the State of Florida. I agree 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 the Release which shall continue to be enforceable. I am at least eighteen (18) years of age and fully competent; and I execute this Release for full and adequate consideration and fully intending to be bound by this Release.

IN WITNESS WHEREOF, The Participant has executed this Release and Waiver of Liability and Hold Harmless Agreement as of the day and year first above written.

SIGNED: \_\_\_\_\_

PRINT: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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