

## Playhouse Waiver and Release of Liability and User Agreement

In consideration for Habitat for Humanity DeKalb [HFHD], a nonprofit organization working predominantly with volunteers creating playhouses to donate to individuals and organizations, providing one or more playhouses to the Recipient, HFHD requests that the Recipient agree to the following terms and conditions upon receipt of one or more playhouses and sign this Playhouse Waiver and Release of Liability and User Agreement.

THIS AGREEMENT CONTAINS A FULL RELEASE OF LIABILITY OF HFHD FOR INJURY, DEATH, DAMAGES OR LOSSES. BY SIGNING THIS AGREEMENT YOU ARE WAIVING MANY LEGAL RIGHTS TO RECOVER DAMAGES AGAINST HFHD THAT YOU MAY OTHERWISE HAVE HAD IF YOU DID NOT SIGN THIS AGREEMENT. THIS RELEASE IS INTENDED TO INCLUDE ANY SPONSOR FOR THE PLAYHOUSE(S) IN ADDITION TO HFHD WHEREVER THE NAME HFHD APPEARS.

IT IS UNDERSTOOD AND AGREED THAT:

1. Each playhouse has been constructed by volunteers for the express purpose of donation of the playhouse to an individual or entity; each playhouse has been specifically built for a particular Recipient group and not for the general public; and each playhouse is not intended for sale or distribution into the ordinary stream of commerce. As such, each Recipient understands that neither HFHD nor any sponsor shall be subject to strict products liability for any defect or failure of any playhouse.
2. HFHD makes no warranties express or implied of the fitness of any playhouse for use.
3. If any playhouse is not fully assembled when Recipient acquires it, Recipient agrees to follow the assembly instructions given for the playhouse and to use due care in the assembly. Recipient understands and agrees that HFHD will not be liable for any injury, death, damages or losses arising in connection with Recipient's assembly of the playhouse, and waives any and all rights against HFHD for such harm arising out of Recipient's improper assembly of the playhouse.
4. The Recipient has inspected the playhouse(s) and finds each safe and reasonably suited for the purposes for which made.
5. Recipient understands that each playhouse consists primarily of a painted wood structure and various connecting components. Recipient understands that the various components of the playhouse including its roof, walls and component parts can become loose or dislodged from use of the playhouse over time and use. Recipient therefore agrees to periodically and regularly inspect the playhouse to ensure that it remains in good order and repair prior to its use, particularly to inspect the connections, nails and screws, and agrees to maintain all components of the playhouse in good order and repair at all times.
6. Recipient agrees to ensure that the playhouse is placed and is used upon on a secure and stable surface at all times.
7. Recipient agrees not to modify the design or structural components of any playhouse. It is understood that Recipient may change the paint colors or make minor adjustments or additions. If the Recipient attempts to add additional rooms or change the essential structure of a playhouse, Recipient understands that such modification will constitute a misuse of the playhouse and Recipient will thereby incur and accept all responsibility and liability for any consequence of such modifications including injury, death, damage or losses arising therefrom.

Initial: \_\_\_\_\_

8. Recipient understands that there is a risk that a child or adult may suffer an injury, death, damages or loss in the course of using or playing in a playhouse. Recipient willingly and knowingly accepts and assumes all of these risks and intends to entirely exonerate, absolve and release HFHD from all liability for such injury, death, damages or loss.
9. The Recipient hereby releases, waives and gives up any and all rights to sue HFHD and all liability of HFHD to the undersigned Recipient for any claim of injury, death, damage or loss arising out of the use of one or more playhouses, whether such injury, death, damage or loss is claimed to be caused by the negligence of HFHD or otherwise.
10. Should any user of the playhouse make a claim against or file suit against HFHD for injury, death, damages or losses arising out of use of the playhouse(s) donated to Recipient, Recipient agrees to indemnify and hold harmless HFHD from any and all such claims, whether alleged to be caused by the negligence of HFHD or otherwise.
11. If Recipient is a business entity, Recipient agrees to maintain liability insurance at all times while Recipient possesses the playhouse(s), and to inform its insurer that coverage is requested for activities in connection with use of the playhouse(s).
12. I do hereby grant and convey on behalf of myself and my entire family unto Habitat for Humanity DeKalb all right, title and interest in any and all photographs and video or audio recordings of or including images or voice, made prior, during, or after the receipt of the Playhouse, including, but not limited to, the permission to record, edit, transcribe, use, duplicate, modify, distribute, and/or publicly exhibit the presentation or appearance, and use of name, likeness, voice and biographical information in connection with the foregoing at the event, in any and all media now existing or hereafter developed, throughout the world, in perpetuity, without restrictions or limitation, including the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.
13. The undersigned Recipient has read and is voluntarily signing this Waiver and Release of Liability and User Agreement, which is intended to be as broad and inclusive as permitted by the law of the State of Georgia, and further agrees that no other oral representations, statements, or inducements have been made. Should any portion of this Agreement be deemed invalid, that portion shall be stricken and the remainder of the Agreement remain in force.

Dated: \_\_\_\_\_

RECIPIENT:

\_\_\_\_\_

[sign on line, and type or print name below line]