

The purpose of the Heaven House project is, through donations of money, services, and materials, for volunteers to work and build the O'Brien family a new home. Since the volunteers are guests on the property and in the neighborhood, we have created this agreement so volunteers understand what is expected of them as Heaven House project (HHp) volunteers.

1. Hours of Operation

The schedule for each day will be determined by work crew leaders that day. We ask that you are mindful of the City of Brookfield's municipal code against noise on a construction site and therefore, avoid making noise outside the hours 7:00AM to 7:00 PM (9.08.100-B).

2. Volunteers

Those volunteers that have signed the volunteer agreement and release of liability, and have been cleared to work on the construction site, will receive a yellow HHp t-shirt. The HHp t-shirt must be worn on the construction site at all times; it is the identifying mark that shows you can be there. Persons under the age of 18 may be permitted to work at the construction site if two criteria are met. The first is that they are accompanied by and work with one of their parents. The second is that they and their parents sign the volunteer agreement. All non-construction volunteers are required to sign the volunteer agreement and release of liability waiver as well.

3. The O'Brien Family's Privacy

We ask that you respect the family's privacy. Under no circumstances are volunteers to enter the existing O'Brien residence. Please also refrain from taking pictures of the family unless you have permission from Dan or Lori O'Brien.

4. Volunteer Parking

We ask that you do not park your vehicle at the site or on the streets around the site. Active unloading and loading of supplies and tools are the only exception that will be allowed. Loading and unloading should take place along Adelman Ave. Once completed, we ask that you immediately move your vehicle to one of the lots. We have two parking lots available to safely park your car in. The first is the JBK properties lot on the Northeast corner of Calhoun Rd. and Greenfield Ave. The second is at World Harvest Community Church, just southwest of the site.



5. Authorization and Reimbursement for Expenses

Expenses must be approved of by the HHP steering committee before any money is spent. If persons are authorized to spend money, they can either submit a paid receipt to the committee to be reimbursed for or they will be issued a check from Heaven House LLC to pay for the expenses. We welcome all donations of materials. Purchases of food for the workers at the site must be preapproved by the leaders of the Hospitality Committee. We welcome all donations of food.

6. Fundraising Events

Persons operating a fundraising event(s) are expected to self-fund their event by donations or personal capital. We ask that only the proceeds of the event be sent to the Hometown Heroes, Heaven House account. The proceeds are determined by subtracting your investment from the total amount received. If a group cannot self-fund the capital investment for their fundraising event, they can submit their plan to the HHP Steering Committee for approval and funding.

7. Respect for Others

This project is an outpouring of love from all those involved. In that spirit, we ask that every person on the site is respected and valued. We also ask that those who have volunteered to be in leadership positions would be respected. This would include following their directions concerning how things should be done. We may not always all agree, but we need to honor those who have taken on the responsibility of leadership.

8. Offensive Behavior

We ask that everyone at the site show respect for the neighbors by keeping noise and other possible disruptions at a minimum. This would include profanity and/or other behavior that could offend the neighbors. We respectfully ask that use of tobacco products and consumption of alcohol would not take place at the project site. Our goal and hope is that everyone will remember this project as a wonderful experience, including the neighbors.

9. Thank You

We would like to say thank you to everyone, for how they have given to the project. In case we are not able to personally thank you, we would like to say it now; THANK YOU! We know many of you are doing this as a love offering to the Lord, and we know that He is taking note of every act of kindness done in His name. We are confident that our Lord will thank you in His way.

(Signature page at end of document)

RELEASE AND WAIVER OF LIABILITY

****PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS****

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is entered into this ___ day of _____, 2009 by and between Heaven House LLC, Victory International Fellowship Inc., Hometown Heroes and their agents (collectively referred to as the "Companies"), and Dan & Lori O'Brien, for themselves and on behalf of any and all of the Companies' officers, directors and sponsors including but not limited to their supporters, contractors, volunteers and any other entity or person involved in organizing, supporting or assisting in any capacity the Program (as defined below) (the "Sponsors"), and the undersigned party for her- or himself, her or his personal representatives, assigns, heirs and next of kin.

IN CONSIDERATION for the opportunity to participate in the construction of the Dan & Lori O'Brien residence and property located at 17350 W. Greenfield Ave, Brookfield, WI 53045 (the "Program") the undersigned ("you") agrees to the terms of this Release and Waiver of Liability (the "Agreement") as follows, on behalf of yourself and on behalf of your insurers, successors, assigns, attorneys, agents, heirs, administrators and spouse:

1. You acknowledge and fully understand that home construction operations, remodeling, repair, and all other related activities, are hazardous activities involving risks of serious injuries, including permanent disability or death, and severe social and economic loss and/or property damage that may result not only from your actions, inactions or negligence, but also the action, inaction or negligence of the Companies and their Sponsors, many of whom may not be trained construction personnel. You understand that such negligence could include but is not limited to a failure to use reasonable care in the construction, remodeling, and repairing of the residence and property, in selecting and using tools, machinery and equipment for use in construction, in selecting materials and fixtures for use in construction, in design plans for construction, and in training or supervising employees, volunteers and/or independent contractors and exposure to and use of hazardous materials, equipment and conditions including but not limited to scaffolding, ladders, electricity and exposed or faulty wiring, chemicals, dust, debris, solvents and adhesives. You further understand that such negligence can lead either to bodily injury and/or property damage and loss. You further acknowledge that there may be others risks not known or reasonably foreseeable at this time. YOU ASSUME THE RISK OF ALL SUCH BODILY INJURY, DISABILITY, DEATH, LOSS AND PROPERTY DAMAGE (including but not limited to cell phones, tools and vehicles and any such company providing parking or storage for your personal property) FROM YOUR AND OTHER THIRD PARTY'S ACTIONS, INACTIONS OR NEGLIGENCE. YOU ALSO ASSUME THE RISK OF ALL SUCH INJURY, DISABILITY, DEATH, LOSS AND/OR PROPERTY DAMAGE FROM THE COMPANIES' OR THEIR SPONSORS NEGLIGENCE. YOU ALSO UNDERSTAND AND ASSUME THE RISK OF EATING FOOD BROUGHT IN TO JOBSITE, SUCH FOOD COULD CONTAIN ALERGIN PRODUCTS OR CONTAMINANTS.

2. YOU RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND WAIVE LIABILITY OF THE COMPANIES AND THEIR SPONSORS, and their respective employees, agents, officers, directors, affiliates, designees, insurers, successors and assigns (collectively the "Releases"), FROM AND FOR ANY AND ALL BODILY INJURY, DISABILITY, DEATH, LOSS AND/OR PROPERTY DAMAGE WHICH RELATES TO, ARISES OUT OF OR IS IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO SUCH BODILY INJURY, DISABILITY, DEATH, LOSS AND/OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

3. YOU AGREE THAT THIS AGREEMENT COVERS ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT EMERGENCY TREATMENT.

4. You also understand that the Releases' do not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to medical, health, or disability insurance coverage for me except as otherwise agreed to by the Releases' in a signed writing.

5. You agree that the Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that whenever possible, each paragraph shall be interpreted in such manner as to be effective and valid under Wisconsin law. In the event that any provision is held to be prohibited or invalid, you agree that such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of this Agreement, which shall continue in full legal force and effect under Wisconsin law.

6. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW, DISCUSS, AND NEGOTIATE THE TERMS AND CONDITIONS OF THIS AGREEMENT. You acknowledge that you have voluntarily agreed to participate in the Program without any charge or fee. You are aware that home construction, remodeling, repair, and other related activities are hazardous activities and that you are voluntarily participating in these activities with the knowledge of the danger involved.

7. You agree that this Agreement will remain in effect for all future operation or use by you of any resulting buildings, structures, upgrades, repairs and the like provided and produced by the Companies or their Sponsors in relation to your participation in the Program.

8. You agree that the Agreement supersedes all prior negotiations, representations or agreements between the parties, either written or oral, and that you are not relying on any other statements or promises of the Releases' in agreeing to this Agreement.

[Signature Page to Follow]

Heaven House Volunteer Agreement and Release and Waiver of Liability signature;
I HAVE READ THE HEAVEN HOUSE POLICY VOLUNTEER AGREEMENT AND THE RELEASE AND WAIVER OF LIABILITY; I FULLY UNDERSTAND IT'S TERMS; I HAVE HAD THE OPPORTUNITY TO REVIEW, DISCUSS, AND NEGOTIATE IT'S TERMS AND CONDITIONS; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, OR ASSURANCE BEING MADE TO ME; AND BY MY SIGNATURE, I INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEE'S FROM ALL LIABILITY CAUSED BY ANY RELEASEE'S NEGLIGENCE.

By _____ Date _____
(signature)

Name _____
(print name)

Address _____

If Minor:
 Parental/Guardian Signature required

Parent/Guardian _____ Date _____
(print name)

Name _____
(signature)

Witness _____ Date _____
(signature)

Name _____
(print name)

