

VOLUNTEER WAIVER

AGREEMENT INCLUDING RELEASE

I, _____ (print name), the VOLUNTEER, desire to work as a volunteer for the Bexar Area Harm Reduction Coalition ("BAHRC") and engage in activities related to being a volunteer for the BAHRC-City of San Antonio (City) Harm Reduction services (Project).

In return for being allowed to volunteer for the Project, including harm reduction volunteer activities, and any related or incidental activities, eg. biomedical waste disposition, kit preparation, data collection, first aid, trash pickup, providing linkage to community resources, etc., ("Volunteer Activities"), the undersigned VOLUNTEER (hereafter also referred to using "I", "me", or "my") releases and agrees not to sue the City, its officers, directors, employees, sponsors, agents and affiliates, from all claims that may be made by me, my family, estate, heirs, or assigns, including for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur and regardless of cause or of any fault or negligence of the City.

VOLUNTEER agrees that the City, its agents or employees, shall not be liable or responsible for, and shall be **SAVED, HELD HARMLESS, and RELEASED** by the VOLUNTEER from, and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property received or sustained by any person or persons or property arising out of, or occasioned by, directly or indirectly, the participation of the VOLUNTEER in the Project including claims and damages arising in whole or in part from the negligence of the City, its agents or employees.

I understand and agree that the City is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by its ordinary or gross negligence or otherwise. I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I acknowledge that, eg., the Project involves activities that carry risk, including the risk of accidental needle sticks, exposure to infectious diseases, and potential conflicts with clients. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

VOLUNTEER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VOLUNTEER'S activities under this Contract, including any acts or omissions of VOLUNTEER, any agent, officer, director, representative, employee, consultant or subcontractor of VOLUNTEER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VOLUNTEER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Volunteer agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VOLUNTEER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VOLUNTEER known to VOLUNTEER related to or arising out of VOLUNTEER's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at VOLUNTEER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VOLUNTEER of any of its obligations under this paragraph.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state of Texas in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

It is understood and agreed that the VOLUNTEER will participate solely as an individual volunteer of BAHRC on a voluntary basis and not as an employee, contractor or agent of the City or its agents or employees.

The VOLUNTEER hereby assumes full and complete responsibility for any injury, illness or accident which may occur during their participation in this Project or while on the premises of the City and hereby agrees to RELEASE, HOLD HARMLESS and COVENANT NOT TO FILE SUIT against the City for any loss, liability or claim they may have arising out of participation in this Project, including for personal injury or damage suffered.

In making this Agreement, the VOLUNTEER relies wholly upon his/her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement.

VOLUNTEER'S NAME PRINTED

VOLUNTEER'S SIGNATURE

FULL ADDRESS, including zip code

TELEPHONE NUMBER

EMERGENCY CONTACT NUMBER