**WAIVER AND RELEASE OF LIABILITY FORM**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name), the Volunteer, desire to work as a volunteer for Bexar Area Harm Reduction Coalition (“BAHRC”) and engage in activities related to being a volunteer for BAHRC projects.

In return for being allowed to volunteer for BAHRC projects, including harm reduction volunteer activities, and any related or incidental activities, eg., needle exchange, 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 BAHRC, 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 BAHRC.

I understand and agree that BAHRC 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., BAHRC’s needle exchange program 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.

I also agree to indemnify and hold harmless BAHRC for all claims arising out of my participation in the Volunteer Activities regardless of cause or of any fault or negligence of BAHRC.

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.

*I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.*

(Print Name of Volunteer): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Volunteer): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of BAHRC Representative): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_