

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Shaking Hands with HIV, Inc. and their officers, employees, and volunteers (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while or after participating in QraQuick's in-home HIV test provided by Shaking Hands with HIV, Inc. (hereinafter referred to as ACTIVITY), or after receiving activity results.

I hereby elect to voluntarily participate in said activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, whether caused by or contributed to in whole or part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

The validity, construction and performance of the Agreement shall be governed and construed in accordance with the laws of Georgia applicable to contracts made and to be wholly performed within such state, without giving effect to and form of conflict of law provisions thereof. The Federal and State courts located in Georgia shall have sole and exclusive jurisdiction over any disputes arising under the terms of the Agreement.

IN ORDERING A TEST, I ACKNOWLEDGE THIS RELEASE AND I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.