



Virginia Healthcare Emergency Management Program

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Equipment Waiver & Notice of Conditions and Assumption of the Risk Agreement

NAME OF ORGANIZATION/ENTITY ACCEPTING PPE	_____
	(the "RECIPIENT")

RECIPIENT acknowledges and agrees that the acceptance, receipt, use, or distribution of the PPE is conditioned upon the terms and conditions of this Equipment Waiver & Notice of Conditions and Assumption of Risk Agreement (this "Agreement") RECIPIENT knowingly and voluntarily accepts any and all risk associated with using or distributing the PPE and assumes all responsibility for any injuries that may in any way be associated with use or distribution of the PPE. RECIPIENT understands that the PPE is offered without any express or implied warranties and is or may be EXPIRED, UNFIT FOR USE, or UNSAFE AND COULD LEAD TO INJURY as a result.

RECIPIENT understands that the use of the PPE potentially involves RISKS OF SERIOUS BODILY INJURY, including permanent disability, paralysis and death, and that there may be other risks either not known to RECIPIENT or not readily foreseeable at this time. RECIPIENT fully accepts and assumes all such risks and all responsibility for losses, cost, and damages that may be incurred as a result of the use of the PPE.

RECIPIENT will indemnify, defend, and hold harmless Virginia Healthcare Emergency Management Program, Virginia Hospital & Healthcare Association and its affiliates or subsidiaries, and the Commonwealth of Virginia and their respective employees, agents, officers, and directors from any and all liability for any injuries or damages arising out of or connected in any way with the PPE or this Agreement, including, but not limited to, payment of any and all costs (attorney fees, expert witness fees, and other associated costs and expenses) to the greatest extent allowed by law.

By signing below, the RECIPIENT acknowledges receipt of this Agreement and acceptance of its terms and conditions on behalf of RECIPIENT as a condition of acceptance, use, or distribution of the PPE. Despite being made aware of the risk, RECIPIENT has, of its own volition, decided to proceed with receiving, using, or distributing the PPE and assumes all risk for doing so. RECIPIENT understands that the Commonwealth of Virginia recognizes contributory negligence and assumption of the risk as legal defenses to any legal action.

RECIPIENT ACKNOWLEDGMENT

Signature: _____	Date: _____
Name: _____	

The Virginia Healthcare Emergency Management Program is a partnership of





Virginia Healthcare Emergency  
Management Program

NAME OF ORGANIZATION/ENTITY ACCEPTING PPE	<hr/>
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**PERSONAL PROTECTIVE EQUIPMENT ("PPE")**

Description	Quantity

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