

**ANNUAL COMMUNITY THANKSGIVING DINNER OF HILTON HEAD ISLAND HOLD HARMLESS,
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND OTHER EVENT POLICIES**

Please read the following Hold Harmless Agreement, Assumption of the Risk, and Waiver of Liability Agreement carefully. By checking the box on your volunteer registration application form, you confirm your understanding and agreement to their terms, conditions, and requirements.

I acknowledge that the volunteer work I will be asked to perform in association with the Annual Community Thanksgiving Dinner of Hilton Head Island event may expose me to illness and injury. I understand that I am free to end my volunteer service at any time, without reservation or penalty of any kind. I agree that my decision to perform an assigned task is my certification that I am physically and/or emotionally capable of performing the assigned task despite any prior representations I may have made regarding my physical and/or emotional health.

I hereby agree, on behalf of my children, heirs, executors, administrators and assigns, to the fullest extent allowed by applicable law, to release, indemnify and defend St. Andrew By-The-Sea United Methodist Church and Hudson's Seafood House on the Docks and any and all of its volunteers, personnel, board members, contractors, partners, donors and associates with respect to all claims, liabilities, losses, suits or expenses, including all litigation costs and attorney's fees, brought by anyone, including me, in connection with my participation in the Annual Community Thanksgiving Dinner of Hilton Head Island event. By this agreement, I agree to waive all claims, whether legal or equitable, for losses, including property damage or bodily injury sustained in connection with the Annual Community Thanksgiving Dinner of Hilton Head Island event that I may claim to be caused, in whole or in part, by the negligence of St. Andrew By-The-Sea United Methodist Church and Hudson's Seafood House on the Docks personnel, volunteers, board members, contractors, partners, donors, and associates.

I authorize the Annual Community Thanksgiving Dinner of Hilton Head Island to copyright, publish, use, or assign any and all photographic portraits or pictures, television spots, movie films, video and/or sound recordings or any part thereof, that may have been taken of me during my volunteer service. I hereby waive any right I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied.

I agree that this agreement shall be governed by South Carolina law, without reference to principles of conflicts of laws. Any legal action I may take, despite the terms of this agreement, shall be brought in the Commonwealth of South Carolina. Before bringing any legal action for any claim I may make, I agree to participate in mediation in the Commonwealth of South Carolina with a South Carolina-based mediator mutually acceptable to the parties. If mediation should fail to resolve any claim I may make, I agree to engage in binding arbitration in the Commonwealth of South Carolina under the rules and regulations of the American Arbitration Association and before an arbitrator approved under its rules and regulations mutually acceptable to the parties. Should any claim I may make be dismissed or withdrawn, either in arbitration or in a court proceeding, I agree to pay all the costs and attorney's fees incurred by St. Andrew By-The-Sea United Methodist Church and Hudson's Seafood House on the Docks, its personnel and volunteers.

Should any portion of this agreement be determined to be unenforceable, the remaining portions of the agreement shall remain in full force and effect without modification.

I have read this document, or in the event I am unable to read this agreement by reason of language and/or understanding, I have independently undertaken to have it read to me or translated for me, and I acknowledge that I have voluntarily signed it, and that no oral or written representations, statements, or inducements apart from the terms of this agreement have been made to me in signing this agreement. I further agree that no prior or contemporaneous oral or written statement may be used by me to modify the terms of this agreement nor may this agreement be modified in any respect following the date of my signature except by way of a written modification agreement with St. Andrew By-The-Sea United Methodist Church and Hudson's Seafood House on the Docks.