

CONSENT TO USE PHOTOGRAPHS AND ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY.

IN CONSIDERATION of being permitted to participate in the 2022 Family Promise of Anderson County Homeless for the Homeless (the "Event"), I, the undersigned ("I") agree as follows:

- 1. <u>CONSENT TO USE PHOTOGRAPHS</u>. I hereby give Family Promise of Anderson County, Inc. the absolute and irrevocable rights to use my name, quotes and/or photos and images on the Internet (World Wide Web), in print publications, video and multimedia presentations, and/or for any purpose which may include, but not limited to display, public relations, marketing, or promotions. I am releasing all rights to any images. I hereby waive the right to inspect or approve the images prior to any form of usage. I will not hold Family Promise of Anderson County, Inc. responsible for any use or misuse of my name, quotes and/or the images, including any errors in the editing or displaying of said images, quotes and/or in the use of my name.
- 2. <u>ASSUMPTION OF RISK</u>. I understand that I may be in unfamiliar with the surroundings and activities at the Event and there may be risks, including property damage, bodily injury or death ("Risks"). I understand that Family Promise of Anderson County, Inc., its corporate affiliates, and their respective directors, officers, agents, employees, volunteers, and individuals acting on their behalf (collectively, "Family Promise of Anderson County and Its Affiliates") cannot and do not assume responsibility for such Risks EVEN IF ANY SUCH PROPERTY DAMAGE, PERSONAL INJURY OR DEATH IS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF FAMILY PROMISE OF ANDERSON COUNTY AND AFFILIATES. I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS.
- 3. RELEASE AND WAIVER OF LIABILITY. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN SUCH ACTIVITIES AND USE THE EVENT FACILITIES, ON BEHALF OF MYSELF, MY FAMILY, HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVE(S), I AGREE TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING THE ACTIVITIES AND FACILITIES AT THE EVENT AND, IN ADVANCE, RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE FAMILY PROMISE OF ANDERSON COUNTY AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY HARM, DAMAGE, CLAIM, DEMAND, ACTION, CAUSE OF ACTION, COST OR EXPENSE OF ANY NATURE THAT I MAY HAVE, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY, SUFFERING OR DEATH, THAT MAY BE SUSTAINED BY ME OR BY ANY PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF FAMILY PROMISE OF ANDERSON COUNTY AND ITS AFFILIATES WITH REGARD TO ANY ACTIVITIES OR FACILITIES AT THE EVENT. IT IS MY EXPRESS INTENT THAT THIS RELEASE SHALL BE DEEMED A RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE FAMILY PROMISE OF ANDERSON COUNTY AND AFFILIATES.
- 4. <u>INDEMNITY</u>. I FURTHER AGREE TO SAVE AND HOLD HARMLESS, INDEMNIFY, AND DEFEND FAMILY PROMISE OF ANDERSON COUNTY AND ITS AFFILIATES FROM ANY CLAIM BY ME, MY FAMILY, OR ANY OTHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO MY PRESENCE AT THE EVENT, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES INCURRED BY FAMILY PROMISE OF ANDERSON COUNTY AND ITS AFFILIATES IN CONNECTION HEREWITH.

I HAVE READ THIS DOCUMENT CAREFULLY, AND I ACKNOWLEDGE AND UNDERSTAND THE EFFECTS OF THE MY ASSUMPTIONS, RESPONSIBILITIES, RELEASES, WAIVERS, AND INDEMNIFICATIONS.

Signed	Date
	-
Print Name	
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Parent's or Guardian's Signature if above is a Minor