

# Art League of Hilton Head

## Liability Waiver, Release, and Indemnification Agreement

Hilton Head Island Plein Air Paint Out (April 9–11, 2026) including Optional Quick Draw (April 11, 2026)

This waiver will be collected at stamping/check-in. Please read carefully before signing.

Participant Name \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_ Member? (Y/N) \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Emergency Phone \_\_\_\_\_

**Parties.** "Released Parties" means Art League of Hilton Head, its directors, officers, employees, volunteers, agents, contractors, sponsors, judges, participating venues/location partners, and any affiliated entities.

**Event Activities.** This waiver applies to all participation in the Hilton Head Island Plein Air Paint Out and Optional Quick Draw, including travel to/from event locations, painting at approved sites, check-in/stamping, wet paint gallery drop-off and display, receptions, and all related activities.

- 1) **Assumption of Risk.** I understand that participating in outdoor art events involves inherent risks, including but not limited to weather, heat/sun exposure, uneven terrain, traffic, water hazards, wildlife/insects, equipment failure, cuts/strains, and interaction with the public. I voluntarily assume all risks of injury, illness, loss, or damage that may occur.
- 2) **Release of Liability.** To the fullest extent permitted by law, I release and discharge the Released Parties from any and all claims, demands, causes of action, or liability of any kind arising out of or related to my participation, including personal injury, property loss/damage, or death, **except** to the extent caused by the gross negligence or willful misconduct of the Released Parties.
- 3) **Hold Harmless & Indemnification.** I agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from or related to my participation or my acts/omissions, including claims brought by third parties, except to the extent caused by the gross negligence or willful misconduct of the Released Parties.
- 4) **Medical Treatment Authorization.** If I require emergency medical treatment and am unable to consent, I authorize event staff to obtain such treatment for me. I understand I am responsible for all related costs.
- 5) **Compliance with Rules.** I agree to comply with all event rules, instructions from staff/volunteers, and any applicable venue/location requirements. I understand that failure to comply may result in removal from the event and/or disqualification of artwork, without refund.
- 6) **Photo/Video Release.** I grant permission to the Art League of Hilton Head to photograph or record me and my artwork during the event and to use such images/recording for promotional, educational, and archival purposes without compensation. Optional: initial here to decline promotional use:
- 7) **Severability & Governing Law.** If any provision of this waiver is found unenforceable, the remaining provisions will remain in full force. This waiver is governed by the laws of the State of South Carolina.

**Acknowledgment.** I have read this waiver, understood its terms, and sign it freely and voluntarily. I understand that by signing I am giving up certain legal rights.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_