

## **6. Scope**

I understand and agree that this Agreement is intended to be interpreted and construed as broadly and inclusively as permitted under the laws of the State of Texas. If legal proceedings are filed I understand they will be tried only in the State of Texas.

## **7. Entire Agreement/Amendment Only by Writing**

I understand and agree that this Agreement constitutes the entire agreement between me and HELPS concerning my participation in the work of HELPS and supersedes all negotiations and statements made prior to or contemporaneous with the execution of this Agreement. I further understand and agree that this Agreement may only be modified or amended by a writing signed both by me and by an authorized representative of HELPS, and that this Agreement may not be orally amended.

## **8. Governing Law/Forum**

I understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. I hereby further agree that any litigation, administrative proceeding or arbitration concerning this Agreement or my participation in the work of HELPS shall be brought and conducted in the Superior Court of the state of Texas in and for the County of Dallas. I agree to be subject to personal jurisdiction and venue in the state of Texas, County of Dallas, and hereby waive any right I may have to commence any litigation, administrative action or arbitration relating to this Agreement or my participation in the work of HELPS in any form other than the Superior Court of the State of Texas in and for the County of Dallas.

## **9. Invalidity of Any Clause**

I understand and agree that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or enforceability of the remaining provisions.


## **10. Terms Contractual**

I understand and agree that the terms of the Agreement are contractual and are conditions precedent to my participation in the work of HELPS is not mere recitals.

## **11. Release of Identity**

I hereby authorize the use of my picture, whether video or still, and/or verbal statements made by me, to HELPS International or other organizations allied with HELPS International, in news or promotional material or video.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY PRIOR TO THE TIME I SIGNED IT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN ME AND HELPS THAT AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

  
William M. Fogarty Jr  
10/24/13