



PUBLIC LIBRARY

**SEGUIN PUBLIC LIBRARY
ROTATING ART EXHIBITION
RELEASE OF LIABILITY FORM**

Artist/Exhibitor grants permission for the Seguin Public Library to reproduce his/her name, information describing his/her work, representations of his/her work and any other information he/she has provided for the purpose of display, promotion and publicity either now or in the future.

Artist/Exhibitor agrees to display, pack, transport and provide for the return of his/her artwork at his/her own risk and expense.

Release of Liability: The Seguin Public Library shall not be liable for any injury to Artist/Exhibitor, their personnel, agents or employees or for any damage or loss of Artist's/Exhibitor's work, equipment or other personal property arising out of the exhibition/display, the mounting and/or any other activities involved in the preparation and/or presentation of the exhibition/display. Artist/Exhibitor agrees to assume all risk of damage to or loss of his/her own art from whatever cause. Artist/Exhibitor further agrees to release and to hold harmless the Seguin Public Library, trustees, directors, employees, volunteers, invitees, and agents from any and all liabilities and damages to art work and/or persons as a result of any part of Artist's/Exhibitor's participation in the Exhibit. This Release also includes a release and indemnification with respect to any claim or alleged claim arising out of the Visual Artist Rights Act of similar law that protects the integrity of a work of art.

INDEMNIFICATION: ARTIST/EXHIBITOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE SEGUIN PUBLIC LIBRARY, ITS TRUSTEES, DIRECTORS, EMPLOYEES, VOLUNTEERS AND AGENTS AND THE PARTICIPATING EXHIBITION VENUE FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND JUDGMENTS, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING DUE TO THE NEGLIGENCE OF ARTIST/EXHIBITOR, THEIR EMPLOYEES, AGENTS OR OTHER PERSONNEL HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION, WARRANTY, TERM AND/OR CONDITION OF THIS AGREEMENT OR UNDER THE VISUAL ARTISTS RIGHTS ACT OR OTHER SIMILAR LAW.

Insurance: Artist/Exhibitor shall be solely and exclusively responsible to insure properly and adequately their work and property.

Assignment: Neither party shall assign to transfer any of its rights nor obligations under this Agreement, and any attempt to do so shall be void and of no effect.

Waiver and Effective Nullity: Waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any provision by such party at any time hereafter. The nullity of any provision hereunder shall not affect the validity or enforceability of the remaining provisions hereunder of the Agreement, which shall survive.

Artist/Exhibitor (Please Print): _____

Date: _____

Signature: _____

(No artwork will be considered for display without this signed form.)