

## **Artist Release and Waiver of Liability**

The Artist grants permission for their artwork to be displayed at the Dancing Fish Vineyard located at 1953 Newman Road, Freeland, WA.

1. The Artist, hereby assumes all risks and hazards incidental to any participation in the display of their artwork at Dancing Fish Vineyard.
2. The Artist, warrants and represents that they are the sole legal owner of all right, title and interest in all Artwork and has the full right and authority to enter this Agreement and grant the rights granted in this Agreement.
3. The Artist is responsible for the delivery, pack, transport, provide for the return of their artwork and hanging the submitted artwork at their own risk and expense.
4. The Artist understands that the artwork is submitted to Soroptimist International of South Whidbey Island and exhibited at the Artist's own risk and that neither the Soroptimist International of South Whidbey Island, Dancing Fish Vineyard, nor any of its officers, agents, and employees shall be responsible for theft, vandalism, fire, or any other damages or losses to the artwork. The Artist understands and agrees that the Soroptimist International of South Whidbey Island makes no representations or warranties regarding the level of security in the Center of Excellence for Dancing Fish Vineyard facility or premises. The Artists understands and agrees that the Soroptimist International of South Whidbey Island and its officers, agents, and employees will not be responsible for reimbursement or replacement of lost, stolen, or damaged items and that the Saint Regis Mohawk Tribe does not insure items such as the submitted artwork. The Artist understands and agrees that the Soroptimist International of South Whidbey Island encourages the owner of the artwork or the owner's agent to obtain an insurance policy for the artwork or to obtain a rider on any existing policy for the duration of the exhibit.
7. Artist shall indemnify, save and hold harmless the Soroptimist International of South Whidbey Island and Dancing Fish Vineyard, its officers, directors, employees, volunteers and agents and the participating artist 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, their employees, agents or other personnel hereunder, including but not limited to any representation, warranty, term and/or condition of this Agreement.
8. The Artist agrees that the artwork will be on display for the period \_\_\_\_\_ to \_\_\_\_\_.

I acknowledge that I understand the waiver described in this document. I am aware that this is a release of Liability and I sign it of my own free will.

\_\_\_\_\_  
Artist Participant Signature

\_\_\_\_\_  
Date

(if under the age of 18 years, Parent or guardian must also sign)

Name (Artist): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_