

*Make an impact on the arts in our community.*

|                           |  |   |           |
|---------------------------|--|---|-----------|
| Date:                     |  | Show Name:  |           |
| Artist Name:              |  |   |           |
| <b>Artist Information</b> |  |   |           |
| Home Phone:               |  | Cell Phone:   |           |
| Email Address:            |  |   |           |
| Address:                  |  |   |           |
| City:                     |  | State:  | ZIP Code: |
| About the artist:         |  | About the artwork:  |           |
|                           |  |   |           |
|                           |  | <input type="checkbox"/> Not for Sale <input type="checkbox"/> For Sale: \$ _____<br>If sold, 30% of the sales price is a contribution to AmadorArts. |           |
| Heard about show from:    |  |   |           |

Amador County Arts Council is a 501(c)3 non-profit organization. #94-2811333  
 (209) 256-8166  
 Location: 229 New York Ranch Rd, Jackson, CA 95642

Donations to the Amador County Arts Council can be mailed to: 229 New York Ranch Road, Jackson, CA 95642

## Art Exhibit Release of Liability (Hold Harmless)

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

Artist/Exhibitor grants permission for Amador County Arts Council to reproduce his/her/their name, information describing his/her/their work, representations of his/her/their work and any other content he/she/they has provided for the purpose of display, promotion, publicity, and fundraising either now or in the future. Artist/Exhibitor grants permission for Amador County Arts Council to publish and publicize his/her/their works online through the AmadorArts website, social media sites, YouTube channel, in print, video, and audio productions, both physically and digitally, for the purpose of supporting this program and the mission of Amador County Arts Council, now or in the future.

If the Artist/Exhibitor is a local (living within Amador, Calaveras, Tuolumne or Alpine Counties) and wishes to sell their work, he/she/they is required to create a free Artist Profile in the AmadorArts online directory. Those outside of the immediate region who wish to sell their work must be a donor in addition to having a profile on the directory.

Artist/Exhibitor agrees to display, pack, transport and provide for the return of his/her/their artwork at his/her/their own risk and expense. If Artist/Exhibitor is not available on-site to display, re-pack or re-transport his/her/their work, he/she/they gives permission to Amador County Arts Council to do so on his/her/their behalf at his/her/their own risk and expense.

Release of Liability: Amador County Arts Council 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 above exhibitions/displays, the mounting and/or any other activities involved in the preparation and/or presentation of the exhibitions/displays. Artist/Exhibitor agrees to assume all risk of damage to or loss of his/her/their own art from whatever cause. Artist/Exhibitor further agrees to release and to hold harmless Amador County Arts Council its officers, directors, employees, volunteers 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.

Indemnification: Artist/Exhibitor shall indemnify, save and hold harmless Amador County Arts Council, its officers, directors, employees, volunteers and agents and the participating exhibition venues 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.

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 or 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's Full Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Artist/Exhibitor's Signature:** \_\_\_\_\_