

# ART GUILD OF THE DELTA

## Artwalk Participation Agreement and Release of Liability

Art Guild of the Delta, a 501(C)(3) non-profit corporation sponsors The Art Walk on the second and fourth Saturday of each month. The undersigned Artist must execute this agreement ("Agreement") to participate in Art Walk.

### **PRESENTATION**

Damaged, cracked, ill-prepared works will not be accepted. All work must be **original work created by the Artist** signing this Agreement. Reproductions of the Artist's original work (e.g. prints, cards) are allowed if the artist also includes some original artwork in their display. All artists must set up on the sidewalk (not the street), allowing room for pedestrian traffic. Set up must be completed by opening of the Farmers Market. Each artist is allowed a 10X10 spot and location "is first come, first serve".

### **WORK REMOVAL**

All work must be removed from the sidewalk area along with all tables, chairs, displays, popup tents or other items used by the Artist no later than 1 hour following the close of Art Walk. Artists not following these rules will be removed from the Art Walk.

### **PAYMENT AND SELLER'S PERMIT**

All artists must pay their fees by close of the market that day. They must also present a **current sellers permit to participate**.

### **RELEASE OF LIABILITY**

I THE UNDERSIGNED ARTIST HEREBY (A) WAIVES, RELEASES, AND DISCHARGES FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE OR FAULT OF THE ENTITIES OR PERSONS RELEASED, REFERENCED BELOW, FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME INCLUDING MY TRAVELING TO AND FROM THIS ARTWALK ACTIVITY, THE INDEMNIFIED ENTITIES OR PERSONS INCLUDE: ART GUILD OF THE DELTA, A 501(C)(3) NON PROFIT CORPORATION AND/OR ART GUILD OF THE DELTA, A 501(C)(3) NON PROFIT CORPORATION DBA DELTA GALLERY COMMUNITY ART CENTER AND/OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, IF ANY, VOLUNTEERS, REPRESENTATIVES, MEMBERS AND AGENTS, AND THE ACTIVITY HOLDERS, SPONSORS, AND VOLUNTEERS (THE "INDEMNIFIED PARTIES"); AND AGREE TO (B) INDEMNIFY, HOLD HARMLESS, DEFEND AND PROMISE NOT TO SUE AND HEREBY WAIVE ANY CLAIM OR POTENTIAL CLAIM AGAINST OR PERTAINING TO THE INDEMNIFIED PARTIES MENTIONED IN THIS AGREEMENT FROM ANY AND ALL LIABILITIES OR CLAIMS MADE AS A RESULT OF MY PARTICIPATION IN THIS ARTWALK ACTIVITY, WHETHER CAUSED BY THEIR NEGLIGENCE OR OTHERWISE. I ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT RESPONSIBLE FOR THE ERRORS, OMISSIONS, ACTS, OR FAILURES TO ACT OF ANY PARTY OR ENTITY CONDUCTING A SPECIFIC ACTIVITY ON THEIR BEHALF.

THIS RELEASE INCLUDES CLAIMS OF WHICH THE UNDERSIGNED ARTIST IS PRESENTLY UNAWARE OR WHICH THE UNDERSIGNED ARTIST DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY THE UNDERSIGNED ARTIST, WOULD MATERIALLY AFFECT THE UNDERSIGNED ARTIST'S RELEASE OF THE INDEMNIFIED PARTIES. THE UNDERSIGNED ARTIST SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

The Releaser acknowledges that the foregoing acknowledgments, release and waivers, including without limitation the waiver of the provisions of California Civil Code Section 1542, were expressly bargained for.

To signify this awareness and agreement to be bound by the terms and provisions of this General Release of Claims Releaser has executed this General Release of Claims in the space below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Email \_\_\_\_\_