

Whitman Public Library
Artist Release and Waiver of Liability

The Artist acknowledges that the Board of Library Trustees, acting for and on behalf of the Whitman Public Library (the “Trustees”), from time to time permits artists to display artwork at the Whitman Public Library located at 100 Webster Street, Whitman MA 02382 (the “Library”). The undersigned artist (the “Artist”) wishes to participate in the display of his/her artwork (the “Artwork”) at the Library.

For good and valuable consideration, including but not limited to the Trustees’ agreement to consider displaying the Artwork at the Library, the receipt and sufficiency of which consideration is hereby acknowledged, the Artist hereby agrees as follows:

1. The Artist grants permission for the Artwork to be displayed at the Library. Notwithstanding the foregoing, the Artist agrees that the Trustees have the right to designate the terms of the display, including but not limited to which, if any, Artwork may be displayed, the locations within the Library for the display, and the dates of each display.
2. The Artist, hereby assumes all risks and hazards incidental to any participation in the display of the Artwork at the Library.
3. 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 into this Release and Waiver of Liability, to grant permission for the Artwork to be displayed and to make the other agreements, representations and warranties set forth in this Release and Waiver of Liability.
4. The Artist is responsible for the delivery, packing, transport of the Artwork to the Library and hanging the submitted Artwork at the Artist’s own risk and expense. The Artwork shall be removed promptly by the Artist on the agreed upon date, this removal shall be at the Artist’s own expense. Artwork not removed on the agreed upon date is subject to disposal by the Trustees and any expenses incurred in the removal of the Artwork shall be the Artist’s responsibility. The Artist hereby acknowledges and agrees that Artwork that is not removed by the Artist by the agreed upon date shall be deemed to be abandoned by the Artist without further notice to the Artist from the Trustees, the Library and/or the Town of Whitman, and the Artist hereby irrevocably authorizes the Trustees and the Library to dispose of such Artwork by any means chosen by the Trustees, including but not limited to destruction of the Artwork.
5. The Artist agrees that the Artist is familiar with the Library’s Art Exhibit Policies (as they may be amended or restated at any time and from time to time, hereinafter, the “Policies”), accepts such Policies and agrees to be bound by the terms and conditions of such Policies, as though the terms and conditions of the Policies were fully set forth herein.
6. The Artist acknowledges and agrees that the Artist’s decision to display the Artwork at the Library is completely voluntary and the Artist is free to choose not to display such Artwork. The Artist understands that the Artwork is submitted to the Whitman Public Library and exhibited at the Artist’s own risk. The Artist agrees that the Town of Whitman, its elected and appointed

officials, officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, and successors and assigns, and the Board of Trustees, its individual Trustees, its Director, employees, volunteers, agents, insurers, attorneys, servants, representatives, and successors and assigns are not and shall not be responsible for theft, vandalism, fire, or any other damages or losses to or of the Artwork. The Artist understands and agrees that the Town of Whitman and the Trustees have no obligation to the Artist to provide security for the building where the Artwork is displayed and have no obligation to the Artist to provide security for the Artwork; neither the Trustees nor the Town of Whitman makes any agreements, representations or warranties regarding the level of security in the Library. The Artists understands and agrees that the Town, the Trustees and its and their respective officers, agents, employees, elected and appointed officials, insurers, attorneys, servants, volunteers, representatives, and successors and assigns will not be responsible to the Artist or to any person or entity for reimbursement or replacement of lost, stolen, or damaged items or Artwork and that the Trustees and the Town of Whitman do not insure items such as the Artwork; the Artist is solely and exclusively responsible, at the sole cost and expense of the Artist, for obtaining insurance for the Artwork.

7. For good and valuable consideration, including but not limited to being allowed to display the Artwork, the Artist does hereby waive, release and forever discharge the Town of Whitman, its elected and appointed officials, officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, and successors and assigns, and the Board of Trustees and its individual Trustees, Director, employees, volunteers, agents, insurers, attorneys, servants, representatives, and successors and assigns, and all others for whom they may have legal responsibility (hereinafter collectively referred to as **“the released parties”**), from and against any and all actions, claims, demands, losses, damages, causes of action, responsibility and liability for injuries or damages which the Artist may now or hereafter have arising in any way, directly or indirectly, from or in connection with the installation, display, removal and/or disposal or destruction of the Artwork and/or arising in any way, directly or indirectly, from or in connection with any breach by the Artist of its obligations, agreements, representations, and warranties hereunder.

The Artist further agrees to indemnify and hold harmless, including the costs of defense, the released parties from and against any and all costs, expenses, losses and damages suffered by any one or more of the released parties and from and against any and all actions, claims, causes of action, responsibility and liability for injuries or damages which arise in any way, directly or indirectly, from or in connection with the installation, display, removal and/or disposal or destruction of the Artwork (including but not limited to claims made by third parties and/or parties claiming by or through the Artist) and/or which arise in any way, directly or indirectly, from or in connection with any negligent act or omission of the Artist, its employees, agents, servants, volunteers, contractors and affiliates of any name and nature, and/or which arise in any way, directly or indirectly, from or in connection with any breach by the Artist of its obligations, agreements, representations, and warranties hereunder.

8. In the event that the Artist is a minor, the parent/guardians of the Artist (the “Parents”) hereby represent that they are the custodial parents and/or guardians of the Artist and have full legal

authority to execute this Release and Waiver of Liability on behalf of the Artist and on their own behalf. The Parents enter into this Release and Waiver of Liability for and on behalf of the Artist in their capacity as parents and natural guardians of the Artist and bind the Artist to each and every term and provision of this Release and Waiver of Liability to the maximum extent permitted by law. The Parents further agree for themselves, individually, that each and every obligation of the Artist set forth in this Release and Waiver of Liability shall also be and become the individual obligation of the Parents, jointly and severally with the Artist and with each other, and the Parents shall be individually bound by each and every obligation of the Artist set forth herein.

The Parents agree to indemnify and hold harmless, including the costs of defense, the released parties from and against any and all costs, expenses, losses and damages suffered by any one or more of the released parties and from and against any and all actions, claims, causes of action, responsibility and liability for injuries or damages which arise in any way, directly or indirectly, from or in connection with the installation, display, removal and/or disposal or destruction of the Artwork (including but not limited to claims made by third parties and/or parties claiming by or through the Artist) and/or which arise in any way, directly or indirectly, from or in connection with any negligent act or omission of the Artist, its employees, agents, servants, volunteers, contractors and affiliates of any name and nature, and/or which arise in any way, directly or indirectly, from or in connection with any breach by the Artist of its obligations, agreements, representations, and warranties hereunder. The Parents further agree to indemnify and hold harmless, including the costs of defense, the released parties from and against any and all actions, claims, causes of action, responsibility and liability for injuries, damages and all costs and expenses which the Artist may assert upon attaining the age of majority and the Parents shall further shall indemnify and hold harmless, including the costs of defense, the released parties for all costs, expenses, losses, damages and liabilities that the released parties may incur in any way, directly or indirectly in the event that the Artist repudiates or attempts to repudiate this Release and Waiver of Liability upon reaching the age of majority.

The undersigned acknowledges that he/she has had full opportunity to read and review this Release and Waiver of Liability and to consult with counsel and that he/she understands the waiver described in this document. The undersigned acknowledges that he/she is aware that this is a release of liability and signs it freely, knowingly and with complete understanding of its terms and conditions.

Entered into under seal as of the date and year indicated below.

Artist Participant Signature

Date

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

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Name (Artist): _____
Address: _____
City: _____ State: _____ Zip: _____
Email: _____ Phone: _____

Reviewed and approved by the Board of Trustees March 16, 2022