Smith College Nolen Art Lounge

Assumption of Risk/Release of All Claims

Art Exhibit: _____________________________ On Display From: ________ To: ________

This is a legal and binding agreement, which, when signed, will permanently limit your ability to recover from the parties indicated below for losses you may sustain as a result of use of campus facilities.

Smith College is a non-profit educational institution. References to Smith College (henceforth referred to as Smith) include Smith College, its trustees, employees, volunteer workers, students, Student Government Organization, alumnae, alumnae class organizations and participating organizations, agents and assigns.

I wish to exhibit my art in the Art Exhibit listed above at the Smith College Nolen Art Lounge (NAL), on or about the dates listed above. I further represent, warrant, and agree that

a) The Work itself is original and no part of the Work, including any copyright, is owned by any other party
b) The Work does not and no use or exhibit hereof will infringe upon or violate any personal, proprietary or other right of any third party, including without limitation, defamation, libel, slander, false light or violation of any right of privacy or publicity or any copyright law;

c) If the Work contains photographs, painting or any other medium that includes human beings, then I will produce written permission of those individuals for their image to be displayed.

Smith will provide space, as may be available for the Exhibit. Smith does not guarantee that the Work will be exhibited and expressly reserves the right to not exhibit any Work that, in its sole opinion is not appropriate to the venue.

I understand that Smith does not guarantee the safety or security of NAL, which is unlocked and open to the public. I understand and agree that I assume all risk of loss of or damage to my property or any property of others which I may have, leave or store in NAL or anywhere on Smith property and that Smith is not and will not be responsible for any loss to any of my
property, property in my care, custody, or control, or property of others that I may have, leave or store anywhere on Smith property.

I agree that bringing or exhibiting my Work on campus poses a risk of loss. Despite precautions, accidents and losses can happen. The Work may be lost or damaged or I may suffer financial loss as a result of bringing my Work onto campus. Therefore I ASSUME ALL RISKS RELATED TO MY PROJECT including but not limited to:

1) Property loss from accidents or losses of any nature whatsoever, including but not limited to losses which may occur as a result of fire, water, smoke, or contact with physical surroundings or other persons or arising from travel to or from the Exhibit.
2) Theft or loss or damage to my property as a result of a crime or criminal act, vandalism, terrorism, war, civil unrest, riot, detention, arrest or other act of government or authority.
3) Loss or damage to my property as a result of natural disaster, acts of God, or other disturbances.

I further acknowledge that the above list is not inclusive of all possible risks and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that bringing my Work onto campus is an acceptance of risk of loss or damage to it.

**Release from Liability & Indemnity Agreement**

In consideration of Smith’s support of my participation in the Exhibit, I agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators, and assigns HEREBY TO FOREVER RELEASE Smith from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators, and assigns may now have or have in the future against Smith in account of or in any way related to the Exhibit and/or the use of facilities, equipment, or services in association with the Exhibit howsoever the loss or damage is caused, whether by negligence of Smith or otherwise.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in exhibiting my Work and the use of facilities, equipment, or services in association with the Exhibit and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage which my property sustains or causes, whether in whole or in part, while and/or arising from my use of facilities, equipment, or services in association with the exhibit, and that by this agreement I am relieving Smith of any and all liability for such loss or damage.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am at least eighteen years
of age and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Smith supporting my participation in the Exhibit and my use of facilities, equipment, or services associated with the Exhibit.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent of the jurisdiction of said slate. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at _______ . _______ this day of __________, _______.

IMPORTANT: PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

Signature________________________

Date:___________(day/month/year)

Name Printed:_____________________

Campus Ext/Phone Number:______________

Email:____________________________