



2021

Tonganoxie Plein Air Fest

Artist Registration and Waiver

WAIVER OF LIABILITY AND HARMLESS AGREEMENT

1. In consideration for participation in the activities arranged by the Tonganoxie Arts Council, Inc., I hereby release The Tonganoxie Arts Council, Inc., its officers, servants, agents, owners, employees and volunteers, the City of Tonganoxie, its officers, servants, agents, owners, and employee and all property owners on which the Paint My Place activities will take place, and any and all the all neighborhoods and areas surrounding (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the 2021 Tonganoxie Plein Air Fest event activities which are being conducted, while in transit to or from the premises, or in any place or places connected with the Tonganoxie Plein Air Fest 2021 activities.
2. I am fully aware of risks and hazards connected with being on the premises and participating in this plein air event's activities and am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in Tonganoxie Plein Air Fest 2021 activities, and I hereby elect to voluntarily participate in Tonganoxie Plein Air Fest 2021 activities, to enter upon the above named premises and engage in activities. I voluntarily assume full responsibility for any risks of loss, property damage or as a result of my being a participant in Tonganoxie Plein Air Fest 2021 activities, whether caused by the negligence of any or all of the releasees, or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or costs that may incur due to my participation in the Tonganoxie Plein Air Fest 2021 activities, whether caused by the negligence of any or all of the releasees, or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

I acknowledge and represent that;

- A. I have read the foregoing page and, I understand it, and sign it voluntarily as my own free act and deed.
- B. No oral representations, statements or inducements, apart from the foregoing written agreement have been made.
- C. I am at least (18) years of age and fully competent, and I execute this application and release for full, adequate and complete consideration fully intending to be bound by same.

- D. I further understand and agree that any of my submitted artwork may be used for promotional and/or advertising purposes.
- E. I agree to consign the artwork(s) I complete during the Plein Air Competitions to the Tonganoxie Plein Air Fest 2021 with the understanding that in the event the work(s) sells, I shall receive 80% of the price I listed on the work within 30 days of the close of the art event. I shall provide a signed W-9 form to Tonganoxie Plein Air Fest 2021 before such payment can be made.
- F. Unsold work not picked up by October 3rd, 2021 will be charged \$5.00 per day. I will make necessary arrangements for picking up the artwork in the event that I am not available at the completion of the Tonganoxie Plein Air Fest 2019 event.