

NELAND AVE. CHURCH ARTIST WAIVER AND RELEASE OF LIABILITY

I have requested and have agreed to permit artwork I own to be displayed at the church building (the “**Building**”) owned by Neland Ave. Church, a nonprofit ecclesiastical corporation (“**Neland**”).

IN CONSIDERATION OF my desire to make the Artwork (defined below) available for display and the right to display it in the Building:

1. I have created or prepared artwork (the “**Artwork**”), which is listed or described on Exhibit A. No other person has any claim in or to an interest in the Artwork.
2. I acknowledge (a) that Neland is not a professional gallery space and (b) that the Building is used for many purposes, including public meetings, worship services, youth programs and other activities typical in a church building.
3. I have inspected the space and location offered by Neland for display of the Artwork and have agreed that it is suitable for display of the Artwork.
4. I, for myself, my heirs, executors, administrators, assigns, or personal representatives (collectively, “**RELEASOR,**” “**I**” OR “**ME**”, which terms shall also include **RELEASOR’S** parents or guardian if releaser is under 18 years of age or under any type of supervision of any kind), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and waive any and all rights, claims or causes of action of any kind arising from any damage or injury to the Artwork while located at the Building.
5. **I AM VOLUNTARILY OFFERING MY ARTWORK FOR DISPLAY AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM AWARE THAT THE ARTWORK MAY BE DAMAGED OR INJURED. I UNDERSTAND THAT DAMAGE TO THE ARTWORK MAY ARISE FROM OTHER’S NEGLIGENCE OR FROM CONDITIONS AT THE BUILDING. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, ASSOCIATED WITH DISPLAY OF THE ARTWORK.**
6. **I FURTHER AGREE** to indemnify, defend and hold harmless Neland against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees or any related costs.
7. **I FURTHER ACKNOWLEDGE** that Neland is not responsible for errors, omissions, acts or failures to act on any party or entity conducting a specific, event or activity at or in the Building. I am aware and understand that I should carry my own insurance on the Artwork.
8. I acknowledge that my property, including, without limitation, the Artwork may be damaged, lost, or stolen during the exhibition or during the unpacking, packing, or transportation of the items and I acknowledge and understand the risk involved by allowing such property to be display by Neland. I agree that I will have a period of no longer than 30 days to remove any and all property from the Building once Neland informs me that the exhibit will end. Artwork left more than 30 days after the end date become the property of Neland.
9. Neland has informed me that no fees will be collected from the exhibition and all sales of any Artwork are my responsibility.

I agree that this Release shall be governed for all purposes by Michigan law, with regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

THIS ARTIST WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF DISPLAY OF THE ARTWORK AND DURING ANY SUBSEQUENT ARTWORK DISPLAYS.

In the event that any provision contained within this agreement shall be deemed to be severable, or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED, AFFIRM THAT I AM OF THE AGE 18 YEARS OR OLDER, AND IF NOT, A PARENT OR GUARDIAN HAS ALSO SIGNED BELOW. ALL SIGNORS HAVE FREELY SIGNED THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, AND THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

THIS RELEASE IS IN REGARDS TO, BUT NOT LIMITED TO THE BUILDING ADDRESS: 940 Neland Ave SE, Grand Rapids Michigan

SIGNED; _____

DATED; _____

GUARDIAN

SIGNED; _____

DATED; _____

EXHIBIT A

LIST AND DESCRIPTION OF ARTWORK