



# SURFING MADONNA OCEANS PROJECT

## WAIVER AND INDEMNITY OF LIABILITY - Fill Out and Deliver with Artwork

I, the undersigned representative and/or owner of certain original artwork, listed on page two, do hereby acknowledge that I have voluntarily requested that Surfing Madonna Oceans Project temporarily permit the exhibit of such works of art in certain public areas as part of an art exhibit.

I acknowledge that I am responsible for the delivery and removal of the artwork, on the days and times mutually agreed upon in advance.

I agree to deliver the artwork clean and ready for installation.

I agree to install the exhibit with the assistance of Surfing Madonna Oceans Project staff who serve as the exhibit curators. Changes to an exhibit will be carried out by Surfing Madonna Oceans Project staff only. I agree to be financially responsible for making any repairs necessary due to any damage to the walls or the surrounding area due to the exhibit. I understand that Surfing Madonna Oceans Project reserves the right to remove any artwork that is inconsistent with the representative artwork sample provided to Surfing Madonna Oceans Project as part of the application and approval process.

I hereby waive any claim for loss, theft, damage or injury to the works of art, or caused by the works of art, during the installation, exhibition period, and deinstallation, until the works of art are removed by me from the art exhibit property. I agree to defend, indemnify and hold harmless the Surfing Madonna Oceans Project, The Poway Center for Performing Arts and its officers, employees, and agents from and against any claim or suit for loss, damage or injury to the works of art or caused by the works of art or to any person while the works of art are in certain public areas of The Poway Center for Performing Arts, including loss, theft, damage or injury resulting from the acts of third parties, fire, or water, but excluding loss, damage or injury resulting from the sole active negligence of Surfing Madonna Oceans Project and/or The Poway Center for Performing Arts officers, employees or agents.

I further acknowledge that the total value of the artwork to be exhibited is \$\_\_\_\_\_ and that the individual value is as shown on the Inventory List attached hereto on page two.

The above Waiver cannot be altered or the artwork will not be accepted for exhibition.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Value of Artwork

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Artwork - one sheet for each entry