

## RELEASE & WAIVER OF LIABILITY

**Please read carefully. This is a legal document that effects your legal rights.**

This Release and Waiver of Liability (the "release") executed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

by \_\_\_\_\_ (Artist) and

approved by \_\_\_\_\_ (Owner)

Property address \_\_\_\_\_

Permit dates – begins \_\_\_\_\_ ends \_\_\_\_\_

The Artist has been authorized to paint a mural at the above mentioned property, as it is connected to Art Alley. The Artist understands that he/she is responsible for their own safety during the duration of the permit. But for the promises made in this release and waiver the Owner would not allow the Artist to paint on their property.

The Artist hereby freely, voluntarily, and without duress executes this release under the following terms:

**RELEASE AND WAIVER.** The Artist does hereby release and forever discharge and hold harmless the above mentioned Owner and its successors, and assigns from any and all liability claims and demands of whatever kind of nature, either in law or in equity which arise or may hereafter arise from the artists activities in this space.

The Artist understands that this release discharges the Rapid City Arts Council and Owner from any liability or claim that the Artist may have against the Owner with respect to any bodily injury, personal injury, illness, death, or property damage that may result in the Artist's activities on the Owner's property, whether caused by negligence of the Owner, business proprietor inhabiting the building, or otherwise. The Artist also understands that the Owner does not assume any responsibility for or obligation to provide financial assistance or other assistance including but not limited to medical health or disability insurance in the event of injury or illness.

**MEDICAL TREATMENT.** Artist does hereby release and forever discharge the Owner from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Artists activities on the designated permit site.

**ASSUMPTION OF THE RISK.** The Artist understands that the activities include work that may be hazardous to the Artist. The Artist hereby expressly and specifically assumes the risk of injury or harm in the activities and releases the Owner.

*I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.*

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ARTIST – PRINT DATE

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ARTIST - SIGNATURE DATE

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PARENT OR GUARDIAN - PRINT DATE

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PARENT OR GUARDIAN - SIGNATURE DATE

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RCAC REPRESENTATIVE - SIGNATURE DATE