

**RELEASE AND WAIVER OF LIABILITY**

Name of Participant (Please Print) \_\_\_\_\_ (the “Participant”)

The participant represents and warrants to Second Presbyterian Church (“Church”) that Participant is the sole owner of certain artworks that Participant desires to exhibit on Church property (the “Artworks”).

In consideration of and as a condition of the Participant being permitted to exhibit the Artworks at the Church, Participant hereby releases, forever discharges, and holds harmless Church and its respective affiliates, officers, managers, members, directors, agents, employees, contractors, successors and assigns, and anyone else acting on its behalf, including, without limitation, Church’s insurance company, (individually, a “Released Party” and collectively, the “Released Parties”) from any and all claims, liabilities, loss, damage, injury, judgment, cost or expense (“Loss”) related to or arising out of the transportation, handling, display, exhibition, and storage of the Artworks at the Church, including, without limitation, any Loss resulting directly or indirectly from any act or failure to act, including negligence or gross negligence by or on the part of the Released parties.

The undersigned understands and acknowledges that the Participant’s exhibition of the Artworks at the Church is completely voluntary and at Participant’s own risk, that the Released Parties have not made, and do not make any warranties or representations with respect to such premises or the condition thereof or the transportation, handling, display, exhibition, or storage of the Artworks, and that Participant is solely responsible for and assumes the risk of any loss or damage to the Artworks arising out of the transportation, handling, display, exhibition, and storage of the Artworks at the Church.

The undersigned hereby authorizes Church to use for any lawful purposes any video or photos of the Participant or the Artworks taken during the exhibition of the Artworks at the Church (the “Photos”). The undersigned give and release to Church without compensation (a) any and all rights that the undersigned might have now and forever in the Photos, including any copyrights; (b) permission to reproduce, distribute and display the Photos to the public (including display on the Church’s website); and (c) permission to prepare other works for distribution for any lawful purpose (such as promotional materials, annual reports or advertising) based upon or using the Photos.

The Release and Waiver of Liability shall be governed by the laws of the State of Indiana. The undersigned expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and that if any portion hereof is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

THE UNDERSIGNED HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND THE  
UNDERSIGNED VOLUNTARILY AND KNOWINGLY AGREE TO ITS TERMS.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date