

Portland Open Studio Internship Waiver and Release of Liability; Assignment of Rights

I, _____ (“Participant”), for myself and as a
(print full name)
Representative for the following person(s)

(print full name(s) if applicable)
who is/are under the age of eighteen, hereby agree as follows:

1. Definitions. For purposes of this Waiver & Release of Liability (hereinafter “*Waiver*”), the following definitions shall apply:

1.1 Participant or Participants shall refer to any and all individuals engaged in, participating in, or in any way involved in any of the Activities. This term shall also refer to the individual’s relatives, family members, parents, foster parents, adoptive parents, guardians or conservators, as well as any guests of the relatives, family members, parents, foster parents, adoptive parents, guardians, conservators, or any person with authority to contract on behalf of the individual.

1.2 Representative means an agent or any person who has the authority, capacity, right or consent to enter into this Waiver on behalf of the persons named. The representative shall include but is not limited to, a parent, foster parent, adoptive parent, guardian, conservator, relative, family member, friend or host.

1.3 Activity or Activities refers to Portland Open Studio Internship.

1.4 Minor means any person under the age of eighteen years old.

1.5 Work means any painting, writing, visual art, photograph or similar creation created while involved in the Activity.

2. Representations. Participant hereby represents and warrants that Participant has the authority to enter into this Waiver, for him or herself and on behalf of the minor persons named above. If the Participant is signing this Waiver on behalf of a minor who is a guest of the Participant, the Participant warrants that he or she has permission, authority or consent to enter into this Waiver from the relatives, family members, parents, foster parents, adoptive parents, guardians, conservators, or any person with authority to contract on behalf of the minor.

3. Acknowledgment of Risks and Assumption of Risks. Participants acknowledge that Participants have voluntarily agreed to participate, engage or be involved in Activities. Participants may be involved in Activities with their artist, and/or will be involved in Activities on or around real property owned or used by the artist (“*Premises*”) and/or personal property owned or operated by the artist (“*Equipment*”). Participants have investigated and fully understand and appreciate that Activities are dangerous and may create predictable and unexpected risks of loss or damage to personal property and serious injuries (“*Risks*”). All dangers, hazards, and perils associated with Activities cannot be foreseen. By participating in the Activities and/or allowing the individuals named above, including guests, to participate in the Activities, Participants willingly, knowingly and voluntarily assume any and all Risks. Participants attest that they are physically capable of participating in Activities. Participants have a personal duty and responsibility to become knowledgeable about and follow all safety procedures and utilize all required and available safety precautions and equipment in participating

in Activities. Participants shall rely on their own inspection and expertise with regard to the Premises and Equipment used in the Activities. If at any time Participants determine that Activities are unsafe, whether due to Participants' own physical or mental condition, skills or abilities or because of the location, conditions, circumstances or conduct of the activity, Participants will immediately discontinue engaging in the Activities.

4. The scope of Waiver. Participants agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any provision of this Waiver is determined to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected thereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. This Waiver is intended to apply to all Activities Participants are involved in with the artist and/or his/her Equipment.

5. Use of Image/Name. Image and Name. Participant acknowledges that the artist or his/her agent may take photographs or recordings of Participant's participation in the Activities. Participant consents to his or her image and name being included in such photographs or recordings, and to the public display of the photographs and recordings and use of the photographs and/or recordings in promotion for the artist.

**CAUTION! YOU ARE WAIVING LEGAL RIGHTS! READ BEFORE SIGNING!
IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT, RELATIVE, GUARDIAN OR
OTHER
AUTHORIZED REPRESENTATIVE OR AGENT OVER THE AGE OF 18 IS REQUIRED.**

I have fully read and understood everything written above and I voluntarily sign this Agreement. I hereby represent that I have the authority to enter into this Waiver for myself and on behalf of the person(s) named above.

Signature: _____

Name: _____
(please print)

Date: _____