

## BURLINGTON PUBLIC LIBRARY EXHIBITOR RELEASE OF LIABILITY

In consideration of the opportunity to have \_\_\_\_\_ (the "Exhibitor") publicly display the Exhibitor's pieces of artwork or informational postings (together, "Content") in the Town of Burlington Public Library's (the "Library") front display case or rear art gallery (together, the "Locations"), the Exhibitor hereby assumes all risks and hazards incidental to any participation in the display of the Exhibitor's Content at the Location.

The Exhibitor hereby grants permission for the Library, acting through its Director, to reproduce the Exhibitor's name, information describing the Exhibitor's Content, representations for the Exhibitor's Content and any other information that the Exhibitor has provided for the purpose of display, promotion, and/or publicity.

The Exhibitor agrees to display, pack, transport, and provide for the return of the Exhibitor's Content at the Exhibitor's own risk and expense.

If the Exhibitor is not available to be on-site to display, re-pack, or re-transport the Exhibitor's Content, the Exhibitor gives permission to the Library to do so on the Exhibitor's behalf and at the Exhibitor's own risk and expense. Any Content left at the Location for 30 calendar days after the Library instructs the Exhibitor to remove it therefrom will become the property of the Library.

**Release of liability:** Neither the Director, the Library, nor the Town of Burlington shall be liable for any injury to the Exhibitor or for any damage or loss to the Exhibitor's Content, equipment, or other personal property related to its exhibition at the Location, the mounting, and/or other activities involved in the preparation and/or presentation of the exhibit. The Exhibitor agrees to assume all risk of damage to or loss of the watermark's Content from whatever cause. The Exhibitor further agrees to release and hold harmless the Library and the Town of Burlington, as well as their elected/appointed officials, agents, employees, and volunteers from any and all liabilities and damages to the Exhibitor's Content and/or persons as a result of the Exhibitor displaying his/her Content at the Location.

**Indemnification:** The Exhibitor shall indemnify, save, and hold harmless the Library, the Town of Burlington, and their elected/appointed officials, agents, employees, and volunteers from any and all claims, demands, causes of action and judgments, losses, costs, and expenses, including but not limited to reasonable attorney fees, arising due to the negligence or intellectual property infringement of the Exhibitor in displaying his/her Content at the Location, including but not limited to any representation, warranty, term, and/or condition of this Release.

By signing below, I confirm I have read the above statement and I fully accept its terms and conditions.

Exhibitor Name (please print): \_\_\_\_\_

Exhibitor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_