

**WAIVER & RELEASE**  
**City of Lenexa**

Gallery Show: What Inspires Me In KC

Display Start Date: 3/28/2023 Display End Date: 4/30/2023

For and in consideration of the display of the artwork or any other items identified below (“Artwork”) on City of Lenexa (“City”) property, I, the undersigned Owner of the Artwork (“Owner”) do hereby agree as follows:

- **Assumption of Risk and Liability:** I acknowledge that the City will reasonably endeavor to ensure the safekeeping of the Artwork displayed on City property; however, I acknowledge and agree that I assume all risk of loss, damage, or theft of the Artwork while displayed on City property.
- **Insurance:** I acknowledge and agree that I am responsible for maintaining insurance, if desired, for the Artwork. I further acknowledge and agree that the City does not and will not provide insurance for the Artwork.
- **Release of Liability:** I hereby release and discharge the City, its officers, employees, and agents, from any and all claims, damages, liabilities, and causes of action of every kind or nature, in law or equity, which I now have or which my heirs, executors, administrators and assigns may hereafter have, arising out of or in any way related to the display of the Artwork.
- **Indemnification and Hold Harmless:** I agree to indemnify, defend, and hold harmless the City, its officials, officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney’s fees, alleged, caused or incurred in whole or in part as a result of the negligence or other actionable fault of myself, my affiliates, subsidiaries, employees, agents, and assigns, arising out of or in any way related to the display of Artwork.
- **Photograph/Video Release:** I authorize the City to take and to use, at its discretion, any photographs or videos of the Artwork while displayed on City property, and waives any and all claims that I may have, or claim to have, resulting from the use or dissemination of such photographs or videos.
- **Right to Remove or Relocate Artwork:** I agree that the City has the absolute right, in its sole discretion to remove or relocate the Artwork; however, the City agrees to inform me of any such change within 48 hours.

**By signing this document, I certify under penalty of perjury under the laws of the state of Kansas that I have read the same and understand it to be a release and waiver of all claims or causes of action arising out of or in any way related to the display of Artwork on City property.**

Owner Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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**List of Artwork on Display:** Total Number of Artwork on Display: \_\_\_\_\_

Title: \_\_\_\_\_ Medium: Quilt or 3D Price: \_\_\_\_\_

Title: \_\_\_\_\_ Medium: Quilt or 3D Price: \_\_\_\_\_

Title: \_\_\_\_\_ Medium: Quilt or 3D Price: \_\_\_\_\_

Title: \_\_\_\_\_ Medium: Quilt or 3D Price: \_\_\_\_\_

Title: \_\_\_\_\_ Medium: Quilt or 3D Price: \_\_\_\_\_

(For additional Artwork, please attach a list immediately following this page)