

Participant's Name: \_\_\_\_\_ (Print Name)

UNIVERSITY OF CALIFORNIA AT RIVERSIDE  
(Department of Art: Art Gallery Installation)

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way in the UCR Department of Art Gallery Exhibition program, (hereinafter referred to as the "Art Gallery") I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in

**Installation in the Art Gallery.**

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Signature of Parent/Guardian of Minor	Date/	Signature of Participant	Date
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**Assumption of Risks:** Participation in unsupervised Art Gallery Installation carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, etc.

No solvents, oil-based paints or other chemicals may be used in the Gallery. Any art-making that involves dust, air borne debris or toxic fumes must be done in the Sculpture Lab. This includes cutting or sanding wood or other materials that create dust, welding, cutting or grinding metal, working with Plaster of Paris and spray painting. Oil painting or any painting involving excessive fumes must be done in Arts 402, which has the appropriate ventilation system. Any disposal of paint, dirty rags containing solvents or toxic materials must be done in the appropriate containers, in Arts 402.

Any drawing mediums or water-based paint applied to the gallery walls must be previously approved in the Gallery Proposal Sheet and as it will require increased time for time and restoration for deinstallation

You are responsible for properly managing all materials used in your work, in compliance with health and safety rules; any work or exhibitions must be done in approved venues. If you wish to display or do work in other campus areas, please contact the CHASS Facilities Management: <http://www.afa.ucr.edu/> and submit an exhibition approval form at least **three weeks** before the planned activity.

There is no alcohol allowed in the Art Gallery. The studios are not to be used for residency. No extra locks may be attached to the studio doors.

Your signature below indicates that you have read, understood and agree to the above terms of use. **Please give your signed form to Andrea Hidalgo two weeks before you install.**

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in unsupervised installation processes. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Art Gallery, and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

By signing for this key, I am responsible for maintaining security in the Art Department Gallery by keeping the door locked, and I agree not to give the key to another person. Further, I am responsible for maintaining the safety and security of guests at receptions or events in the Art Gallery, and I am responsible for locking the Art Gallery after-hours, at the finish of such events. I agree to be responsible for my personal safety after dark, and avoid working alone, in or near the Gallery.

By signing this waiver, I acknowledge that the Gallery is not staffed during open hours. I acknowledge that I show my artwork unattended, at my own risk. I release UCR staff and faculty from any liability or responsibility for the condition of my artwork. If my exhibition includes equipment on loan from the Art Department or any other UCR entity, I agree that I will act as gallery attendant during open hours. I agree to determine this schedule ahead of time, with the approval of my faculty sponsor, and the Art and Art History staff.

By signing the Art department waiver I acknowledge that the Arts Building is not staffed after office hours and on the weekends.

By signing this document, I am aware that there will be a \$100 fine if the gallery has not been restored to the original condition by 12:00 p.m. on the de-installation date. The fine will be billed to my student account. I am responsible for checking my student account and paying any fines online via R'Web, Student Account Online, or in person to the main cashier's office. Charges not paid by the due date will assess a late fee each month and a hold placed on them until the account becomes current. Holds will prevent Student Aid from disbursing to pay tuition and fees, and prevent enrollment in classes. Transcripts and diplomas will not be issued until all financial obligations have been satisfied. Delinquent accounts may be subject to collection cost and attorney fees if applicable, a 10% per annum interest rate in accordance with CA State Civil Code No. 3289 when collection activity becomes necessary to collect this debt. Please see [https://sbs.ucr.edu/students/payment\\_options.html](https://sbs.ucr.edu/students/payment_options.html) for more information.

**Driver's License or Student ID number:** \_\_\_\_\_

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Signature of Parent/Guardian of Minor    Date    /    Signature of Participant                      Date

Participant's Age (if minor) \_\_\_\_\_

4/18