

ILLUSTRATOR ART WORK SCBWI PORTFOLIO RELEASE

I, _____, am submitting a grouping of art work ("Artwork") for the SCBWI Portfolio Showcase ("Showcase") being held at the Midsouth Fall Conference, Embassy Suites-Cool Springs 820 Crescent Centre Drive Franklin, TN 37067

1. The submission of my Artwork is solely my responsibility and I hereby assume all risk of loss, theft, damage, destruction, delay and misdirection. I understand there is no guarantee that the Artwork will be available after the Midsouth Fall Conference and that the SCBWI has the authority to dispose of said Artwork as it sees fit in its sole discretion.
2. By participating in the Showcase I hereby: (1) release and agree to hold harmless SCBWI and its respective officers, directors, employees, representatives and agents from and against any and all liability for any loss, injury, property damage or damage to persons, including, without limitation, death, and injury, due in whole or in part, directly or indirectly, from or arising out of participation in the Showcase or participation in any Showcase related activity and (2) acknowledge that SCBWI has not arranged for or carry any insurance of any kind for their benefit or that of the benefit of their heirs, executors and administrators.
3. By submitting Artwork I agree that it and/or my likeness may be used by SCBWI in any media and form whatsoever, whether now known or hereinafter devised, in perpetuity worldwide.
4. Any and all disputes, claims, and causes of action arising out of or in connection with the Artwork and/or Showcase, shall be resolved individually, without resort to any form of class action; any and all claims, judgments and awards shall be limited to my actual, directly out of pocket expenses for the Artwork, but in no event will attorney's fees be awarded or recoverable; and under no circumstances will I be permitted to obtain any award for, and I hereby knowingly and expressly waives all rights to seek punitive, incidental or consequential damages and/or any other damages, other than actual out of pocket expenses, and/or any and all right to have damages multiplied or otherwise increased.
5. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE ARTWORK AND/OR THESE TERMS AND CONDITIONS, THEIR ENFORCEMENT, ARE ARBITRABILITY, OR INTERPRETATION (COLLECTIVELY, CLAIMS) SHALL BE GOVERNED BY AND CONSTRUED UNDER CALIFORNIA LAW AND ANY CLAIM WILL BE SUBMITTED TO FINAL AND BINDING ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, UNDER THE RULES OF JAMS. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE TERMS AND CONDITIONS SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN

ACKNOWLEDGED AND AGREED:

BY: _____

PHONE NO. _____

EMAIL _____