

RELEASE & INDEMNITY

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for _____ [set out the name of the company or organisation with gallery space] (the "Gallery") allowing the undersigned _____ [set out the name of the artist] (hereinafter called the "Artist") to exhibit certain artwork ("Artwork") free of charge in the gallery space located _____ [location of gallery space], the Artist does for himself/herself, his/her heirs, executors, administrators, agents, personal representatives, successors or assigns, hereby release the Gallery, its directors, officers, employees, insurers, agents, successors or assigns of and from any and all manner of action and actions, cause and causes of action, suits, debts, costs, claims and demands of every kind and nature whatsoever which the Artist ever had, now has or shall or may have against the Gallery with respect to the exhibiting of the Artwork, including claims for loss or damage of any of the Artwork while on exhibit in the gallery space, whether such loss or damage be occasioned by fire, flood, acts of God, theft, vandalism, or any other cause outside of the Gallery's control, unless such loss or damage is caused in whole or in part by the misconduct on the part of the Gallery or any person acting on behalf of the Gallery.

While it is understood that the Gallery will make every effort to protect and secure the Artwork while on exhibit in the gallery space, the Artist agrees to indemnify and hold the Gallery harmless against all claims, suits, actions and demands resulting from the loss of or damage to any of the Artwork during the period of time that it is on exhibit.

This Release & Indemnity shall inure to the benefit of and be binding upon and enforceable by and against the heirs, executors, administrators, personal representatives, directors, officers, employees, insurers, agents, successors or assigns of the Gallery and the Artist, respectively.

This Release & Indemnity shall be governed by and construed in accordance with the laws of New Zealand.

IN WITNESS WHEREOF the Artist has duly executed this Release this ___ day of _____, _____.

Signature of Witness

Signature of Artist

Print Name of Witness

Print Name of Artist

Address of Witness

Address of Artist