

**2009 Portland Open Studios Insurance/Safety Form
Safety Guidelines, Liability Waiver & Release**

Section I. General Information

Artist's Name _____ Artist No. _____

Artist's Organization/Business Name _____

Workspace/Studio Address _____

_____, OR _____

My workspace will be open to the public for educational purposes on the following weekends (check one or both):

____ October 10 & 11, 2009

____ October 17 & 18, 2009

I will be displaying the following types of artwork and demonstrating the following activities: (Please be specific especially if you are demonstrating any activities such as glass blowing or cutting, painting or printmaking with potentially toxic materials, presenting various aspects of ceramics, glazes and kiln activities, sculpture, carving, etc.)

Section II. Safety Guidelines

During my open weekend/s, I agree to make my workspace, and the access to and from it, as safe as possible. I will:

- 1) Clearly define (with discrete signs and/or temporary barriers) the public and non-public area/s,
- 2) Locate pets (especially dogs) away from the public area,
- 3) Remove any objects (hoses, debris, garbage cans, flower pots, unstable objects, etc.) that might cause someone to trip or fall (or could fall on them),
- 4) Use common sense to keep potentially hazardous objects, equipment or materials out of harm's way,
- 5) Practice safe-studio procedures in conducting demonstrations,
- 6) Keep interior space well ventilated and refrain from conducting any activities that might cause excessive air-borne particulate (dust, smoke, fumes, etc.), and
- 7) Enforce Portland Open Studios' requirement for adult supervision of young children.

Section III. Liability Waiver & Release

On behalf of myself and my executors, administrators, heirs, next of kin, successors and assigns,

I, _____, hereby
please print your name & that of your business (if applicable)

- a. Waive, release, and discharge Portland Open Studios and its officers, agents and employees from any and all liability for the death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my organization/business named above (if applicable), and
- b. Indemnify and hold harmless Portland Open Studios and its officers, agents, and employees from any and all liabilities and claims made by other individuals (including visitors) or entities

as a result of any of my actions or the actions of any participant, or any agent, employee, or member of my organization/business named above (if applicable).

I, the undersigned, on behalf of myself and my organization/business named above (if applicable)

_____ (a) acknowledge that I have read, understand, and will abide by the Safety Guidelines
(initial) described herein,

_____ (b) acknowledge that I have read and understand the waiver and release described herein,
(initial)

_____ (c) affirm that this release and waiver shall be construed broadly to provide a release and
(initial) waiver to the maximum extent permissible under applicable law.

Signature

Date

Section IV. Artist's Liability Insurance

I understand that it is my responsibility to provide my own liability insurance for myself in my own studio space.

Signature

Date

If you have questions about the this form, you may contact Shelley Hershberger:
Portland Open Studios Board Administrator: 503.245.8221 or s.hershberger@comcast.net.

Once completed, make a copy of this form for your records and mail the original along with your checks to:

Portland Open Studios
PO Box 15022
Portland, OR 97293

Deadline: March 15, 2009.

This is not a postmark date; your application must be in our hands by March 15.

Application Checklist:

1. Completed online application: www.portlandopenstudios.com
2. 50 Word Artist Statement (in the online application).
3. 3 Images (the first one of these will be used in the Tour Guide).
4. Fees: Please send a separate check for each of the following fees:
 - 4a. One check for a Non-Refundable Jury Fee: \$25.
 - 4b. A separate check for the Participation Fee: \$135 (this will be returned if you are not selected).
 - 4c. If you are unable to provide 8 hours of required volunteer service, a third check for the optional Opt-Out Fee: \$150 (to opt out of volunteer service—this will be returned if you are not selected).
Put your name in the memo section of your checks and make checks payable to Portland Open Studios.
5. Enclose this liability waiver/safety form in the envelope with your checks.