

## LYNNWOOD GIFT SHOP

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

As a condition for the display of the artistic work of \_\_\_\_\_ (the "Artist") in the Lynnwood Gift Shop (the "Gift Shop"), the Corporation of Norfolk County (the "County") requires the Artist to either provide proof of liability insurance or execute this Waiver. The Artist has chosen not to obtain liability insurance and to instead execute this Waiver. In consideration of the provision by the County of a venue to display and sell the Artist's work, the Artist agrees and acknowledges that:

1. There are risks and hazards associated with displaying and selling the Artist's work through the Gift Shop. The risks and hazards that may arise through such display and sale include, but are not limited to:

- Damage to or loss of the property of a third party
- Personal injury, including pain and suffering and/or emotional distress, to or death of a third party
- Economic loss to or expenses incurred by a third party

The Artist freely accepts and fully assumes the risks of third party property damage or loss, personal injury or death, and economic loss or expenses resulting from the display and sale of the Artist's work in the Gift Shop.

2. The Artist must comply with all rules established by the County for the display and sale of his/her work in the Gift Shop and comply with all applicable laws in force at the time of such display and sale. It is the Artist's sole responsibility to ensure compliance with the aforesaid laws. In particular, the Artist must comply with applicable Federal and Provincial regulations for the protection of consumers; all work displayed in the Gift Shop must be properly labeled to reflect these regulations.

3. The Artist will hold harmless and indemnify the County, its partners, licensors, agents, content providers, service providers, employees, officers, directors, members of council and representatives (the "Representatives") from any and all liability for any damage to or loss of property of, personal injury to or death of, economic loss to or expenses incurred by any third party, resulting from the Artist's display or sale of the Artist's work in the Gift Shop. The County and its Representatives will not be responsible for any damages, whether incidental, indirect, punitive, exemplary, consequential or special damages, including but not limited to damages for pain and suffering, emotional distress or similar damages, incurred by a third party in connection with the display or sale of the Artist's work in the Gift Shop. The Artist understands that this clause relieves the County and its Representatives from any obligation to exercise reasonable care in relation to the Artist's display or sale of his/her work in the Gift Shop.

4. By signing this Waiver, the Artist will be forever precluded from suing or otherwise claiming against the County and its Representatives for any damage to or loss of property of, personal injury to or death of, economic loss to or expenses incurred by any third party whether or not such loss or injury is caused solely or partly by the negligence or fault of the County and/or its Representatives, or from any breach of contract, or breach of any statutory duty or other duty of care including any duty of care owed under the applicable Occupiers Liability Act, R.S.O. 1990, c. O.2 as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO IMMEDIATELY FOLLOW.]

5. This Waiver is binding on the Artist, his/her heirs, executors, administrators, personal representatives and assigns.

I HAVE READ AND UNDERSTOOD THIS WAIVER AND AM AWARE THAT BY SIGNING THIS WAIVER, I AM WAIVING SUBSTANTIAL LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE COUNTY AND ITS REPRESENTATIVES, INCLUDING MY RIGHT TO SUE OR OTHERWISE CLAIMING AGAINST THE COUNTY AND ITS REPRESENTATIVES.

\_\_\_\_\_  
Initials

**This document contains onerous and unusual clauses – read thoroughly and carefully before signing.**

Name (Please Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_