

## **RMC Letters & Lines Fall Conference 2023 JURIED PORTFOLIO REVIEW RELEASE**

I, \_\_\_\_\_, am submitting a piece of artwork-which may or may not include text- (the text and art are collectively referred to as "Artwork") for the RMC SCBWI Juried Portfolio Review ("Review") being held on September 9th at the 2023 Letters & Lines Fall Conference at the Denver Marriott West Conference Center, located at 1717 Denver West Boulevard, Golden, CO 80401. I understand that by submitting this Artwork I agree to the following:

1. The Artwork will be dropped off by me between 3:00-3:20 on Saturday, September 9, 2023 at the small hallway next to the Ballroom, and picked up in the same place between 4:30-4:45pm.
2. The submission of the Artwork is solely my responsibility, and I hereby assume all risk of loss, theft, damage, destruction, delay and misdirection. I hereby represent and warrant that I am the sole owner of the Artwork and all copyrights therein and the Artwork does not infringe upon the rights of any third party or entity. I understand there is no guarantee that the Artwork will be available after 4:30pm and that the SCBWI and the Rocky Mountain Chapter have the authority to dispose of said Artwork as it sees fit in its sole discretion.
3. By participating in the Review, I hereby release and agree to hold harmless the SCBWI and the Rocky Mountain Chapter and their 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 Review or participation in any Review related activity and acknowledge that the SCBWI and the Rocky Mountain Chapter has not arranged for or does not carry any insurance for the Artwork. By submitting Artwork I agree that it (including any text, if applicable) and/or my likeness may be used by SCBWI and the Rocky Mountain Chapter 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 (including any text, if applicable) and/or Review, 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, direct 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 waive 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, ARBITRABILITY, OR INTERPRETATION (COLLECTIVELY, CLAIMS) SHALL BE GOVERNED BY AND CONSTRUED UNDER COLORADO LAW AND ANY CLAIM WILL BE SUBMITTED TO FINAL AND BINDING ARBITRATION IN JEFFERSON COUNTY, COLORADO, 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: \_\_\_\_\_ EMAIL \_\_\_\_\_

**If any text is being submitted and you are not the author, please have the author acknowledge his/her consent and agreement to the above by having them sign below.**

BY: \_\_\_\_\_ EMAIL \_\_\_\_\_