

I am submitting artwork (hereinafter, the “Artwork”) for the SCBWI Midsouth Portfolio Showcase being held on Saturday, September 26, 2026, at the Midsouth Regional Conference in Nashville, TN.

1. The submission of my Artwork is solely my decision and I hereby assume all risk of loss, theft, damage, destruction and delay of the Artwork.
2. Except for SCBWI’s willful misconduct and intentional misconduct, I herein waive and release, and agreed to hold harmless, SCBWI and its officers, directors, managers, employees, representatives, agents and volunteers from and against any all claims arising out of or related to the Artwork, the SCBWI Portfolio Showcase or any SCBWI Portfolio Showcase related activity. To the extent claims not covered by the foregoing waiver and release, all claims arising out of or related to the Artwork, the SCBWI Portfolio Showcase or any SCBWI Portfolio Showcase related activity shall be limited to the actual out-of-pocket expenses incurred, and I waive and release all claims for punitive, incidental and consequential damages, and any and all right to have damages multiplied or otherwise increased, and waive and release all claims for attorney’s fees. In making this general waiver and release, I waive any and all rights as conferred by California Civil Code §1542 relating to unknown or unsuspected claims, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

3. I understand there is no guarantee that the Artwork will be available after 7:15 p.m. Saturday and herein grant SCBWI the right and authority to dispose of the Artwork in its sole and absolute discretion, if I have not retrieved the Artwork at the end of the SCBWI Portfolio Showcase.
4. I acknowledge that SCBWI has not arranged for and does not carry any insurance that would protect me from loss or damages.
5. By submitting the Artwork, I agree that photographs and images from the SCBWI Portfolio Showcase featuring the Artwork and/or my likeness may be used by SCBWI in any social media and marketing material whatsoever, whether now known or hereinafter devised, in perpetuity worldwide.
6. Any controversy or claims arising out of or relating to this Agreement, the Artwork, the SCBWI Portfolio Showcase, or any SCBWI Portfolio Showcase related activity shall be decided and construed under California law, and any claim shall be submitted to final and binding arbitration in Los Angeles County, California, under the rules of the American Arbitration Association. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these terms and conditions shall be reformed to the extent possible and all other provisions shall remain in effect and shall be construed in accordance with their terms as if the invalid, unenforceable or illegal provision was not contained herein.

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Signature

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Date