
PARTICIPANT INFORMATION

Please provide the information below in printed and legible handwriting.

Name: _____
First and Last Name

Address: _____
Street Address Apt # City State Zip Code

Phone: _____ E-mail: _____

Are you 18 years of age or over (check one box)? Yes No

I, the Participant, certify that the above information is correct. _____
Participant's Initials

IMPORTANT DATES

Onsite Days/Hours: May 1 – May 30 - 10:00 am – 4:00 pm, **CLOSED ON MONDAYS**

Artwork Delivery: May 30 – 31

Jury's Selects: June 1 – June 2

Artists Notified: June 2, via e-mail

Artwork Pick-Up: June 3 – 4

Exhibition: June 4 – September 5

SAFETY ENTRY AND SCREENINGS

All participants MUST enter Cheekwood via the Cheek Road gate located at 111 Cheek Road, Nashville, TN 37205. Participants will not be allowed to enter via Cheekwood's main entrance on Forrest Park Drive and will be directed to the Cheek Road gate. Upon arrival, all items are required to be completed prior to entry. Cheekwood staff will conduct the following screenings.

1. Ask for your full name, which will be recorded as entering Cheekwood.
2. Completion of a temperature check using a non-touch thermometer.
3. Ask the following health screening questions.
 - Have you been in contact with a person with a confirmed case of COVID-19?
 - Are you experiencing any COVID-19 symptoms such as a cough, shortness of breath, chills, muscle pain, sore throat or loss of taste or smell?
 - Have you had a fever in the last 48 hours?

If you do not have a fever and answer no to the above questions, entry to Cheekwood will be permitted. If you have a fever and answer yes to any of the above questions, entry to Cheekwood will be denied, staff will note that COVID-19 symptoms were present and you may not enter Cheekwood for a minimum of 14 days.

Please review the *Participation Terms and Conditions* on the reverse side of this document.

SIGNATURE

I expressly understand and agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that this Agreement shall be governed by and interpreted in accordance with the laws of the state of Tennessee, Davidson County and/or the city of Nashville. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

I, the above listed Participant, acknowledge that I has full authority and power to enter into this Agreement, that I have read the conditions on the reverse side of this Agreement, and that I agree to these conditions and am bound by them.

Signature, Participant

Date



PARTICIPATION TERMS AND CONDITIONS

Participation in *En Plein Air* at Cheekwood Botanical Garden & Museum of Art (hereby known as "Cheekwood") permits artists to create work in response to Cheekwood's gardens from May 1 – May 30, 2021, with possible inclusion in a juried exhibition. I, the listed Participant on this Agreement, understand that participation from May 1 – May 30, 2021 does not guarantee inclusion in the Cheekwood related exhibition from June 4 – September 5, 2021. I will not receive compensation in any form for my work during this period and/or if selected for exhibition. I understand that Cheekwood is not required to purchase or acquire any artwork that is produced in relation to *En Plein Air*.

Onsite Days/Hours

All *En Plein Air* participants may work at Cheekwood 10am-4pm from May 1 – May 30, 2021. These days and hours are subject to change without notification and at Cheekwood's sole discretion.

Materials and Supplies

I, the above listed Participant, must supply my own supplies and materials. This includes artist supplies (such as canvas, paper, paint, brushes, etc.) and personal protection supplies (such as facial mask, gloves, sunscreen, water, etc.). Supplies and materials of any kind are prohibited to remain and/or be stored at Cheekwood. Artwork is prohibited to remain and/or be stored at Cheekwood while in progress. **I understand and acknowledge that I bring such property to Cheekwood at my own risk.** Cheekwood, its directors, officers, employees, volunteers, and agents, will not be held liable for any supplies, materials and/or artwork while at and in transit to or from Cheekwood's premises. All trash created onsite must be placed in a designated trash can or taken with the me offsite.

Release and Waiver of Liability

I hereby release and forever discharge and hold harmless Cheekwood and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with Cheekwood and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Cheekwood. I understand and acknowledge that this Agreement discharges Cheekwood from any liability or claim that I may have against Cheekwood, with respect to any bodily or other injury, illness, death, or equipment, or property damage (including damage to artwork) that may result from my participation. All work performed is done so at my own risk, including all liability for my own safety and I assume all responsibility for the condition of tools and equipment used. I agree to indemnify Cheekwood, for any and all liability or loss arising in any way associated with my participation in *En Plein Air*. I hereby release and forever discharge Cheekwood from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with Cheekwood during *En Plein Air*. I understand that my participation with Cheekwood during *En Plein Air* and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Cheekwood may include activities that may be hazardous to me. I hereby expressly and specifically assume the risk of injury or harm in the activities and release Cheekwood from all liability for injury, illness, death, and/or property damage that may result.

Safety Screenings

I certify that I have read, understand, and agree to abide by Cheekwood's visitor guidelines while on Cheekwood's premises. I must enter the grounds via Cheekwood's back gate on Cheek Road and am required to complete the same COVID-19 screenings as Cheekwood staff and contractors. I acknowledge that I have read and agree to complete the *Safety Entry and Screenings* outlined in this Agreement. I acknowledge that I understand and agree that Cheekwood will not be held liable for any related illnesses resulting from my onsite presence at Cheekwood; that I will be prohibited from entering Cheekwood if showing signs of COVID-19 as determined by staff; and will be prohibited from entering Cheekwood for a minimum of 14 days following presence COVID-19 symptoms. I assume all responsibility for my own health and well-being while at Cheekwood and will not hold Cheekwood responsible in any way with respect to Covid-19.

Artwork Delivery and Pick-Up

Artwork must be delivered for jury review on June May 30 – 31, 2021 from 10am-3pm at Botanic Hall (Visitor's Center) with the completed *Entry Form* attached to the back of the artwork. Artwork not delivered or accompanied by a completed *Entry Form* by 3pm on May 31, 2021 will not be considered for inclusion in the exhibition. **I understand and agree that I leave artwork at Cheekwood at my own risk and that Cheekwood will not be held liable for any damage, vandalism and/or loss of the artwork while in Cheekwood's custody and on its premises.** Artists will be notified of jury's decision on June 2, 2021 via e-mail. If selected for exhibition, Cheekwood will issue a Loan Agreement, which must be signed and returned to Cheekwood no later than June 4, 2021 or I will forfeit exhibition participation. If not selected, I must retrieve my artwork on June 3-4, 2021 from 10am-3pm at Botanic Hall (Visitor's Center). Any artwork not selected and remaining at Cheekwood after June 15, 2021 at 5pm will be subject to the state of Tennessee's abandoned property laws.

Temporary Visitor Guidelines

The health and safety of guests, staff and volunteers remain a top priority at Cheekwood. In accordance with the latest guidelines issued by the Centers for Disease Control and Prevention (CDC), the Tennessee Department of State Health Services, and the City of Nashville related to COVID-19, Cheekwood requests all guests adhere to the following protocols to protect public health and safety: practice social distancing by staying at least six feet apart from others; use preventative measures (e.g. wash hands, cover coughs, etc.); wear personal protection at all times (e.g. cloth face coverings, face shields, etc.) and as required to enter any buildings at the facility; encourage parents to follow CDC guidelines regarding the use of masks for children; and bring personal water and food as all fountains and vending machines are temporarily blocked.