KEY TO GRAMERCY PARK

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND HOLD HARMLESS AGREEMENT

This Agreement is made effective as of June 27th 2024, by and between Lindsay Gilbert (hereinafter referred to as "The Artist") and _____ (hereinafter referred to as "The Purchaser").

By purchasing the art piece titled “Key to Gramercy Park” (hereinafter referred to as “The Art”), which includes one key and one legal waiver, you agree to be bound by the terms and conditions stated here.

Terms and Conditions

1. Acceptance of Risk

1.1 The Purchaser understands and agrees that the key included in The Art is symbolic, and it may not be used for any illegal or unauthorized purpose, nor does it grant access to any private property or restricted areas.

1.2 The Purchaser acknowledges that any attempt to use The Art to gain access to any restricted area is strictly prohibited and may result in legal consequences.

1.3 The Purchaser accepts full responsibility for any actions taken with The Art at any time after purchase. The Artist is not responsible or liable for any legal or personal repercussions arising from its use or possession by The Purchaser.

2. Hold Harmless

2.1 The Purchaser agrees to indemnify, defend, and hold The Artist harmless from any and all claims, demands, or liabilities, including legal fees, arising out of the use or possession of The Art.

2.2 This indemnification includes, but is not limited to, any financial loss, property damage, legal proceedings, personal injury, or wrongful death connected to The Art.

3. No Warranties

3.1 The Artist makes no warranties, express or implied, regarding the use, functionality, or safety of using The Art.

3.2 The Art is provided "as is" and is intended solely for artistic and commentary purposes.

4. Intent and Purpose

4.1 The Purchaser acknowledges that The Artist does not endorse or encourage any attempt to use The Art for gaining access to restricted areas, regardless of any symbolic or artistic implications.

5. Confidentiality

5.1 The Purchaser agrees not to photograph, film, or otherwise document the use of The Art in any manner that could be interpreted as an endorsement, encouragement, or promotion of illegal activities.

6. Severability

6.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be in full force and effect.

6.2 In the event a court determines that any provision, or any portion thereof, contained in this Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems is reasonable and enforceable, and, as so limited, shall remain in full force and effect.

7. Entire Agreement

7.1 This Agreement represents the entire agreement between The Artist and The Purchaser regarding the subject matter hereof and supersedes all prior understandings, agreements, representations, or warranties, whether written or oral.

8. Amendment

8.1 Any modifications or amendments to this Agreement must be made in writing and signed by both The Artist and The Purchaser.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to its conflict of laws principles.

10. Remedies

10.1 All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of New York or another location mutually agreed upon by both The Artist and The Purchaser. An award of arbitration may be confirmed in a court of competent jurisdiction.

Purchaser's Acknowledgment:

By signing below, you acknowledge that you have read and fully understand this Agreement and agree to its terms and conditions. You acknowledge that you are signing this Agreement voluntarily and with full knowledge of its implications.

Purchaser's Name: _____

Signature: _____

Date: _____