

OFFICIAL RULES, revised 4-15-17

2017 Plein Air Competition (PLEIN AIR)

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED BY LAW. VALID IN CALIFORNIA ONLY.

REGISTRATION AND ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The 2017 Plein Air Competition (the "Contest") is designed for artists ("Entrant", "you" or "Artist") to use creativity and imagination to create artwork in "plein air". Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these "Rules").

BINDING AGREEMENT: In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that completion and submission of an entry Registration Form is required to participate in the Contest and also constitutes your agreement to these Rules. You may not register for or submit an Entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the County of Santa Clara, a political subdivision of the state of California, with respect to the Contest.

ELIGIBILITY: To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or a legal U.S. resident (i.e. must be able to show proof of legal residence); and (b) be ready, willing and able to participate in the Contest during the Contest Period at Martial Cottle County Park located in Santa Clara County, California; and (c) have obtained a parent's or legal guardian's prior permission to register and participate if you are under the age of 18 (a "Minor"). Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to register, participate and receive any prizes, as described these Rules. Contest is void where prohibited by law. Employees, interns, contractors, agents, volunteers, affiliates, and any of the Santa Clara County Board of Supervisors, commissions or committees, and any of their respective subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.

SPONSOR AND ADMINISTRATOR: The Contest is sponsored and administered by the County of Santa Clara, a political subdivision of the state of California ("Sponsor" or "County"), acting by and through its Parks and Recreation Department ("Parks" or "County Parks"), with its principal place of business located at 70 W. Hedding Street, 2nd Floor, San Jose, California, 95110, USA, and for the Parks and Recreation Department, 298 Garden Hill Dr, Los Gatos, California 95032, USA ("County Parks Address").

CONTEST PERIOD: The Contest begins on April 15, 2017 8:00am United States Zone Pacific Daylight Time ("US PDT") and ends on April 28, 2017, 3:00pm ("Contest Period"). All dates are subject to change at Sponsor's sole discretion. All times indicated are in United States Zone Pacific Daylight Time.

HOW TO REGISTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To Register for the Contest, visit the Contest website located at ParkHere.org ("Contest Site"). You will also be asked to download and complete the official entry registration form ("Registration Form"). You may also request the form be emailed to you. You must completely fill in the Registration Form, including parent consent if a Minor is participating. For all Minors, Registration Forms can only be filled in and submitted by a parent or legal guardian of the Minor in person. All entries must meet the requirements described below.

For Adults 18 and over, completed Registration Form can be submitted by email to **Plein Air Registration** (Sandie.Day@prk.sccgov.org), by fax at **(408) 355-2290**, as a hard copy by mail or in person at the County Parks Address.

County is not responsible for illegible or incorrectly submitted Registration Forms or entries.

To submit a Registration Form in hard-copy form, the Registration Form must be mailed in an envelope with proper pre-paid postage affixed, to one of the following mailing addresses:

For Regular U.S. Mail: Parks Administration – Plein Air, 298 Garden Hill Dr, Los Gatos, CA 95032

For Overnight Mail (e.g. Courier service like FedEx, UPS, etc.): Parks Administration – Plein Air, 298 Garden Hill Dr, Los Gatos, CA 95032

Entries received without a completed Registration Form or without a parent's or legal guardian's signature on the Registration Form will be automatically disqualified.

LIMIT TWO (2) ENTRIES PER ENTRANT. Only two Entries per Entrant are allowed. Subsequent entries will be disqualified, except for QUICK DRAW (see instructions below).

CONTEST REQUIREMENTS: Entrants must agree and adhere to the contest rules.

JUDGING: Judging will occur during the week of May 1-5, 2017. Jurors will assess the Artwork that best captures the theme “Valley of Heart’s Delight.” Jurors will consider composition, originality, presentation, technique, skill and the spirit of the work.

Jurors for the 2017 PLEIN AIR are Kristen Olson, Carol Bower and Mauro ffortissimo.

Entries will be categorized into two groups: High School Youth (age 14 to 17) and Adult (age 18 and up). Both groups will be judged and each group will have a 1st, 2nd, 3rd; however, there will only be one Grand Jury prize winner. The winner can be from either group.

Entrants not selected for a 1st, 2nd or 3rd place or for the Grand Jury Winner, will have a second opportunity to win a prize in the People’s Choice awards, which will be decided by counting the number of online votes received between May 1, 2017 and May 5, 2017.

NOTIFICATION OF WINNERS: Winners will be announced at the Martial Cottle Park Spring Celebration on May 6, 2017 at 2:00pm US PDT and online at ParkHere.org after May 8, 2017 12:00pm US PDT.

PRIZES: Ribbons and/or certificates will be awarded for 1st, 2nd, 3rd, for People’s Choice in both High School Youth and Adult categories, and for the Grand Jury Winner.

An Annual Park Pass will be awarded to the Grand Jury, People’s Choice and 1st place winners in both Adult and Youth categories.

Gift Certificates to be awarded as follows: Grand Jury winner-\$200; 1st Place Winners-\$100 each

SUMMARY OF KEY RULES:

1. The Contest theme is “PAINTING THE VALLEY OF HEART’S DELIGHT”.
2. This is a “plein air” Contest which means all Entries (the “Artwork”) must be the Entrant’s original work of art created, started and completed by the Entrant while outdoors during the Contest Period on-site at Martial Cottle County Park and must capture the Contest theme of “PAINTING THE VALLEY OF HEART’S DELIGHT”.
3. All times listed are in United States **Pacific Daylight Time (US PDT)**.
4. Artists (“Entrants” or “Participants” or “Artists”) must Register to participate in the Contest by **calling (408) 355-2201**, by **fax at (408) 355-2290**, by **email** at Plein Air Registration (Sandie.Day@prk.sccgov.org) or **in person** at the Offices of the County Parks and Recreation Department (Parks Administration) located at 298 Garden Hill Dr., Los Gatos, CA 95032.

5. If under 18, participant must register **in person** with parent or legal guardian.
6. Registration Forms are available online at ParkHere.org or in person between the hours of 8:00am and 4:00pm, at Parks Administration.
7. Contest Registration begins April 1, 2017. Contest Registration Forms must be turned in by no later than April 28, 2017 at 3:00pm. You will receive a Plein Air Registration Permit upon confirmed registration. Your permit may be used for entry into Martial Cottle Park for participation in the Contest during the Contest period.
8. Canvas Certification begins April 15, 2017 at 9:00am at Martial Cottle Park and continues at Parks Administration through April 28, 2017 at 1:00pm.
9. Artwork (your "Entry") must be created outdoors at County-designated locations at Martial Cottle County Park between the hours of 8:00am and dusk (or before Park closing, whichever occurs first) between April 15, 2017 and April 27, 2017 and between the hours of 8:00am and 1:00pm on April 28, 2017.
10. Participants must be in ninth grade and age 14 or older. If under 18, parent or guardian approval is required for registration and participation.
11. Participants must turn in their Entry to Parks Administration at 298 Garden Hill Dr., Los Gatos, CA 95032 starting after 8:00am on Monday, April 17, 2017 through 3:00 pm on Friday, April 28, 2017.
12. Entries produced using manipulated photographic processes, computer enhanced imagery or other non-plein air means will not be accepted.
13. Canvas surface for the Artwork must start off blank. Pre-toned canvas, paper or gessoed canvas is fine.
14. Artwork surfaces (e.g. canvas, paper, gessoed canvas) must be certified at County-provided Certification Tables at Martial Cottle Park Visitor Center on April 15, 2017, 9:00am – noon or at Parks Administration. Certification will be by authentication stamp and must be placed on the canvas prior to initiating any work on the canvas. There is no limit on the number of Artwork surfaces that can be certified, but no more than two (2) Entries can be submitted as an Entry.
15. Artwork submitted must be two dimensional only.
16. Participants shall not sign the front of the Artwork. The Entry will be identified after the jurying process.
17. All Entries must be framed and have wire on the back for hanging. The minimum size of the Artwork including framing should be no less than 20" X 24", and the maximum size of the Artwork, including framing, should not exceed 30" X 36". Entries may be portrait or landscape orientation. There is no size restriction on entries.
18. It is recommended that a .jpeg image of at least 1000 megapixels accompany each Entry. If no image is provided, County Parks will create the image.
19. It is highly recommended that pastels, drawings, watercolors and the like be presented under glass for their protection.
20. Jury selected Entries will be displayed in the breezeway of the County Government Center at 70 West Hedding, San Jose, CA 95110 from May 1 to May, 2017 5 from 8:00 am to 5:00 pm.

21. Jurors will assess the Entry that best captures the theme “Valley of Heart’s Delight.” Jurors will consider composition, originality, presentation, technique, skill and the spirit of the work.
22. Jurors for the 2017 PLEIN AIR are Kristen Olson, Carol Bower and Mauro ffortissimo.
23. The decision of the jurors is final. Jurors will decide 1st, 2nd, and 3rd place in each of two Categories and one Grand Jury winner across both Categories.
24. Entries will be categorized into two groups: High School Youth (age 14 to 17) and Adult (age 18 and up).
25. Entries not selected as 1st, 2nd or 3rd place or as Grand Jury winner, will have a second opportunity to win a prize in the People’s Choice awards, which will be decided by counting the number of online votes received between May 1, 2017 and May 5, 2017.
26. Ribbons and/or certificates will be awarded to Participants for 1st, 2nd, 3rd, and for People’s Choice in both High School Youth and Adult categories and for the Grand Jury winner.
27. Grand Jury winner, People’s Choice, and 1st place winners in both categories will receive an Annual Park Pass.
28. All winners in all categories will be recognized by the Board of Supervisors on June 5, 2017 (or later date) and will have their work displayed on the County Parks website.
29. Some or all of the winners in each category may be offered a future opportunity to become a Santa Clara County Parks Artist in Residence, which will later be determined and is within the sole and absolute discretion of County Parks.
30. Winners will be announced at the Martial Cottle Park Spring Celebration on Saturday, May 6, 2017 at 2 pm.
31. A complete list of 2017 Plein Air Competition winners will be available on the County Parks website after May 8, 2017 at ParkHere.org.
32. County Parks may elect to daily display any Artwork submitted during or after the Contest Period at the County Government Center and on social media.
33. County Parks may host a reception at Martial Cottle County Park on Saturday, May 6, 2017 between 1:00pm and 2:00 pm, as a part of an awards ceremony. Announcements will be made on the County Parks website.
34. After the Contest, Artwork may be picked up by the Participant (at Participant’s option) at Martial Cottle Park on Saturday, May 6, 2017 from 3:00 pm to 4:00pm or on/after Monday, May 8, 2017 from 8:00am to 4:00pm at Parks Administration. Winners may pick up their Artwork at Parks Administration after presentation to the Board of Supervisors which will occur on or after June 5, 2017.
35. Artwork not picked up by Friday, June 30, 2017 will be considered abandoned property and will be disposed of in accordance with applicable state and local abandonment laws.
36. **SANTA CLARA COUNTY PARKS PLEIN AIR QUICK DRAW INSTRUCTIONS.** After registering for the Contest, Participants may also elect to participate in the Plein Air QUICK DRAW Competition (“QUICK DRAW”). QUICK DRAW participation is limited to the first twenty (20) Contest Registrants. Instructions are provided in more detail below. All other rules set out herein apply to QUICK DRAW.

SANTA CLARA COUNTY PARKS PLEIN AIR QUICK DRAW INSTRUCTIONS/RULES

- a) As part of the Santa Clara County Parks Plein Air QUICK DRAW Competition (QUICK DRAW), Artists may be allowed by escort into the restricted area of Martial Cottle Park to paint the historic Cottle Ranch buildings. Access to the restricted area will be controlled and Artists must REGISTER SEPERATELY if interested in participating in the QUICK DRAW.
- b) QUICK DRAW Registration opens April 17, 2017 at 8:00 am and is limited to the first 20 QUICK DRAW registrants. Registration is not available on-line and must be completed in person or by calling Parks Reservations at 408-355-2201.**
- c) Any Contest Entrant may enter the QUICK DRAW and/or the Contest.
- d) During the Contest Period, QUICK DRAW registrants must choose to paint on one of two dates offered ("QUICK DRAW Painting Date").
- e) Artists must arrive one hour prior to the start of the QUICK DRAW Painting Date to certify their canvas at the County-provided Certification Tables.
- f) Artists have two hours to paint and frame the Artwork depicting the Cottle Ranch Life Estate in accordance with the Contest Rules set out herein above.
- g) The QUICK DRAW Painting Dates available are:

**Thursday, April 20, 2017, 9:00 am to 11:00 am, or
Sunday, April 23, 2017, 2:00 pm to 4:00 pm.**

- h) Along with all other Contest rules, Artists must also follow these QUICK DRAW rules:
 - i. Show up one hour before your start time to register and Certify your canvas. Artists with Certified canvases will meet at the Visitor Center 10 minutes before the QUICK DRAW begins. Entrants will be escorted to the Restricted area at the beginning of the QUICK DRAW. Late arrivals will not be able to participate in the competition.
 - ii. Artists will not be able to park near the Restricted area and must be prepared to walk and carry their equipment up to a quarter mile.
 - iii. Artists will not be able to leave the QUICK DRAW area or travel back and forth to their car during the two-hour timeslot for security purposes. Please bring with you any food or water you may need for personal comfort. Restrooms are not available at the Restricted area so please plan accordingly. Seating will not be available.
 - iv. Artists must be supervised at all times while in the Restricted area.
 - v. Photographs may not be taken in the Restricted area and photographs of Artwork created at the Restricted area may not be posted to social media or the Internet.
 - vi. Artists will be escorted back to the Visitor Center at the end of the QUICK DRAW.
 - vii. All materials, garbage, refuse shall not be left anywhere in or near the Restricted area and must be carried back with you as you exit the Park.
 - viii. Future access to the Restricted area will not be permitted. Access is only available through QUICK DRAW and for the sole purpose of painting the historic ranch buildings.
 - ix. Artists may not touch or remove anything from the Restricted area.
 - x. Any violations of these rules may result in the Artist's immediate removal from Martial Cottle Park and disqualification from QUICK DRAW and the Contest as a whole.

- i) At the end of your QUICK DRAW time, you will bring your completed, unsigned, framed Artwork, along with your easels, to the appointed area for judging.
- j) One QUICK DRAW winner for each date will be determined and the results of judging are final.
- k) QUICK DRAW entries cannot be submitted for entry into the Contest and will not be posted to the Parks website or social media.
- l) Winners of each QUICK DRAW competition will receive a ribbon, recognition and display at the Martial Cottle Spring Celebration on May 6, 2017 and may receive recognition at the Board of Supervisors meeting on or after June 5, 2017.
- m) Winners may be offered the opportunity to participate in the Parks Artist in Residence program, at County Parks' sole election.
- n) A complete list of 2017 PLEIN AIR/QUICK DRAW winners will be available on the County Parks website after May 8, 2017.
- o) QUICK DRAW artwork may be picked up at Martial Cottle County Park on Saturday, May 6, 2017 from 3:00 pm to 4:00 pm. QUICK DRAW winners may pick up their Artwork at Parks Administration after presentation to the Board of Supervisors on June 5, 2017 or a later date. Artwork not picked up by Friday, June 30, 2017 will be considered abandoned property and may be disposed of by the County in accordance with local and state abandonment laws.
- p) All other Rules of the Contest still apply.

ADDITIONAL RULES/REQUIREMENTS APPLY:

TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO COUNTY ALL DOCUMENTATION REQUESTED BY COUNTY TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES COUNTY IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit tax documentation requested by County or otherwise required by applicable law, to County or a representative for County or the relevant tax authority, all as determined by applicable law. The potential winner and finalists, and if the winner/finalist is a minor, their parents or legal guardians, are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and County may, in its sole discretion, select an alternate potential winner.

GENERAL CONDITIONS: All federal, state and local laws and regulations apply. County reserves the right to disqualify any Entrant from the Contest if, in County's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, County, or the Judges.

PRIVACY: Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by County and its affiliates for the purposes of conducting and administering the Contest. All personal information that is collected from parents, guardians, teachers, non-profit leaders and after-school programs on behalf of Entrants is subject to County's Privacy Policy, located at: <https://www.sccgov.org/sites/scc/Pages/Privacy-Policy.aspx>. Individuals submitting personal information in connection with the Contest have the right to request access, review, rectification or deletion of any personal data held by County in connection with the Contest by writing to County at the following address: Parks Administration, 298 Garden Hill Dr., Los Gatos, CA 95032.

WARRANTY AND INDEMNITY: Entrants warrant that their Entries (Artwork) are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Artwork and that they have the right to submit the Artwork in the Contest and grant all required licenses. Each Entrant agrees not to submit any Artwork that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any Artwork or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the

voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

ELIMINATION: Any false or misleading information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Entrant from the Contest.

INTERNET AND DISCLAIMER: County is not responsible for any malfunction of the entire Contest or any website or link or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Artwork or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. County is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, County reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. County further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or websites or links. Any attempt by an Entrant to deliberately damage any web site, including the Contest link, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, County reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

PUBLICITY AND COUNTY OWNERSHIP AND RIGHT TO USE YOUR DOCUMENTS, IMAGES, LIKENESS AND PHOTOS:

You acknowledge, represent, warrant and agree that you own and hold the full right to any image, painting, art work, photograph, depiction, video and any other digital representation (the "Images") that you produce or provide ("Submit", "Submission" or "Submitting") to the County or the County Parties as a result of your participation in the Contest, and that by your Submission, you are automatically assigning and transferring to the County of Santa Clara the perpetual, worldwide, fully-assignable and transferrable right, title and interest in and to all of the Images for any lawful purpose, including but not limited to copyright, trademark and other intellectual property rights associated in any way with such Images, and the right to repost, reproduce, market, use in any form and in social media or the internet, use in any marketing or advertising, display, publicly perform, publish, broadcast, distribute, modify, combine, assign, distribute and/or sell or license the Images or any of the intellectual property rights. You further waive any right you may have to inspect, view or approve any of the uses made of such Images. You hereby forever release, discharge and agree to save and hold harmless the County Parties from, for and against any and all liabilities, claims, causes of action, allegations and lawsuits that are made or threatened to be made in relation to any use made of any of the Images, including but not limited to any blurring, distortion, alteration, optical illusion or use in composite or edited form, whether intentional or otherwise, that may occur or be produced in the use of any of the Images or the processing of the Images. You also agree and acknowledge that if you or your team is a winner of the Contest or QUICK DRAW, then the County of Santa Clara has a right, but not the obligation, to use any of the Images or your name, likeness or personal information to promote the Contest, future contests or to promote the Parks and Recreation Department.

You also acknowledge, agree and understand that any material submitted and/or entered into the Contest is the sole and exclusive property of the County and may be used by the County for any lawful purpose.

YOUR CONDUCT:

In addition, you also represent, warrant and agree to do and comply with all of the following:

- a) You will do nothing to, or could be construed to, render, any of the County Parties and you as joint venturers, representatives of each other, partners, agents, a joint enterprise, employer-employee, landlord-tenant, or lender-borrower. You will not under any circumstance represent or hold yourself out as an employee, agent or representative of any of the County Parties;
- b) You will conduct yourself so as to avoid and prevent waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noise or lights) to the County, to County property, to the owners or occupants of adjacent properties;
- c) You will become familiar with, obey and comply with all County rules and requirements, regardless of whether or not they are physically posted;
- d) You will comply at all times with all applicable federal, state, and local laws and regulations including Santa Clara County's policies;

e) You will not discriminate against anyone based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status while participating in the Contest; and,

f) You will comply at all times with the County's No-Smoking Policy and will not smoke on County property at any time.

YOU ARE NOT AN EMPLOYEE OF ANY OF THE COUNTY PARTIES:

You fully understand, accept and acknowledge that you are not and you will not be considered an employee of any of the County Parties. You also understand, accept and acknowledge that because you are participating in a Contest that will be on the property of another that you will and must, in case of an accident, loss, injury or illness to you or to others or destruction or damage to property (regardless of fault), immediately notify the County Parks and Recreation Department Contest representative.

You fully understand, accept and acknowledge that you will not be eligible for and will not claim Workers' Compensation benefits from any of the County Parties in the event of injury, illness or death, and you will not under any circumstances receive any other type of compensation from any of the County Parties.

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of Artwork into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either County, or the Contest Entities. Entrants acknowledge that they submitted their Artwork voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and County or the Contest Entities and that no such relationship is established by Entrant's submission of Artwork under these Rules.

FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and the County of Santa Clara of whatsoever kind or nature arising out of

these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Jose, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

WINNER'S LIST: You may request a list of winners after May 8, 2017 by sending a self-addressed stamped envelope to:

Plein Air Contest (US)
County of Santa Clara
Parks and Recreation Department
298 Garden Hill Dr.
Los Gatos, CA 95032

Express Assumption of Risk and Indemnity, Waiver of Liability and Release, Authorization to Repost and Use Images Submitted to the Parks for Life Challenge Contest (collectively referred to herein as the "Release")

YOUR ASSUMPTION OF RISK; RELEASE AND WAIVER OF ALL CLAIMS:

By submitting a Registration Form, you hereby represent, warrant, agree and acknowledge that: you (or on behalf of a minor or minors to whom you are a legal guardian or parent) are a participant in the Contest; you have read, understand and are bound by all of the terms and conditions contained herein and for participating in the Contest; you are 18 years of age or older on the day you submitted the Registration Form or you are at least 14 years of age AND your parent or legal guardian has authorized your participation in the Contest and has submitted the Registration Form on your behalf; and, if you are the parent or legal guardian of a minor or minors participating in the Contest, you hereby consent to participation of the minor or minors in the Contest and agree to be bound by all of the terms and conditions contained herein and posted elsewhere on the Contest website. Reference to "you", "your" or "yourself" is also reference to, includes and binds you, all of your minor or minors, and your successors, executors, trustees, devisees, estate, administrators, assigns, issues, parents, guardians and heirs.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR READING AND UNDERSTANDING ALL OF THE TERMS, CONDITIONS, RULES AND REGULATIONS OF THE CONTEST, INCLUDING THOSE FOUND HEREIN BELOW BEFORE YOU PARTICIPATE IN THE CONTEST.

RISKS:

You recognize, acknowledge and agree that certain basic and in some instances intermediate or advanced skills, capabilities, agility, physical and mental health and fitness conditions may be or are required of you in order to participate in the Contest and that you represent and warrant that you have these requisite skills. You represent, warrant, acknowledge and agree that there are multiple risks inherent in participating in the Contest, including potential risks associated with, but not limited to: rough terrain, snow, ice, rain, heat, cold, lack of water or food, extreme or varying weather conditions, bad or rough road or trail conditions, sleet, fire, uneven terrain, hiking, walking, running, swimming, riding a bike, climbing, fishing, exploring, boating, camping, kayaking and riding an off road motorcycle or motor vehicle, falling objects, natural disasters and other dangers. You acknowledge that participating in the Contest, including any use or operation of any equipment, vehicles or vessels of any kind in the Contest (e.g., a bicycle, boat, kayak, or other recreational device) includes inherent risks of injury, illness, property damage and death including but not limited to: drowning, slipping, falling, tripping, serious or other injury, death, illness, and loss of control and/or collisions while operating equipment, vehicles or vessels.

You acknowledge and agree that if safety necessitates it, you may need to prepare for and use your own safety equipment, such as gloves, helmets, personal flotation devices, proper footwear and clothing, etc. You agree and acknowledge that you will not participate in the Contest if you have or have reason to believe that you have a physical, mental, health or medical condition(s) that could be negatively impacted by your participation in any of the activities of the Contest or that you foresee could be impacted by your participation, or where you have been advised by a medical practitioner or physician that participating in such activities would have the potential to impact your medical, physical or mental condition. You agree and acknowledge that if you know, believe or have reason to believe that such a physical, mental, health or medical condition exists or could be impacted, then you will first seek the advice or consultation of your own physician or doctor before participating in the Contest.

Regardless of physical, medical, mental or health condition, you acknowledge and agree to assume all risk of loss and personal injury, illness, death and property damage, except where such injury, illness, property damage or death is directly caused by the gross negligence or willful misconduct of the County or any of its employees, agents, officers, directors, the members of the Board of Supervisors of the County of Santa Clara, or any of the County's affiliated partners, contractors or subcontractors (collectively and each individually, including the County, these are the "County Parties").

You acknowledge and agree that your participation in the Contest, including any and all of the contemplated activities, is voluntary and based on your own independent assessment of the risks, without reliance on any representations or advice by, through or from any of the County Parties.

You voluntarily and forever release, discharge, waive and relinquish any and all actions, claims, allegations and causes of action that you may have against any and all of the County Parties for

any and all injury, illness, property damage and/or death occurring to you or arising out, resulting from or relating to the Contest, your participation in the Contest or any of the activities contemplated by participating in the Contest except where such claims, actions, allegations or caused of actions are directly caused by the gross negligence or willful misconduct of the County Parties.

You acknowledge and agree that should an emergency, rescue or evacuation become necessary at any time leading up to, during or after the Contest that you will be solely responsible for all related or associated costs, expenses and liabilities, excluding such costs, expenses and liabilities directly caused by the gross negligence or willful misconduct of the County Parties. You forever release, discharge, and absolve the County Parties for any and all action, cause of action, claim or allegation resulting from, relating to or caused by the rendering of or the attempt to render aid or rescue to you.

RELEASE AND WAIVER OF CLAIMS:

You also understand, acknowledge and agree that if you win a prize in the Contest, then you will be required (at County's sole option) to sign a Winner's Affidavit and Release before award and your receipt of any of the prizes and you hereby agree to sign such Winner's Affidavit and Release.

YOUR RELEASE OF RIGHTS UNDER CIVIL CODE 1542:

You fully understand, accept and acknowledge that you may have rights under California Civil Code § 1542 which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

You certify, declare, represent and acknowledge that you expressly waive any rights conferred under Civil Code section 1542, as well as any similar law of any local, state or territory of the United States.

YOUR OTHER WARRANTIES RELATING TO THIS RELEASE:

You warrant, represent and agree to be bound by these Rules of your own free will and without any coercion, with full understanding and knowledge of what it is you have agreed to and will undertake as a result of participating in the Contest. You acknowledge and agree that the terms and conditions contained herein are binding on you and WILL SURVIVE TERMINATION, CANCELLATION AND EXPIRATION OF THE CONTEST AND YOUR WITHDRAWAL FROM OR DISCONTINUED PARTICIPATION IN THE CONTEST, REGARDLESS OF THE CAUSE OR REASON.

YOU WARRANT, REPRESENT, AGREE AND ACKNOWLEDGE THAT ANY ACCEPTANCE, PARTICIPATION IN AND/OR USE OF ANY PRIZE OR YOUR PARTICIPATION IN ANY ASPECT OR PART OF THE CONTEST IS SOLELY AT YOUR OWN RISK; THEREFORE, YOU, ON BEHALF OF YOURSELF AND YOUR, OR THROUGH YOUR, SUCCESSORS, EXECUTORS, TRUSTEES, DEVISEES, ESTATE, ADMINISTRATORS, ASSIGNS, ISSUES, PARENTS, GUARDIANS AND HEIRS (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMELSS EACH AND ALL OF THE COUNTY PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, REASONABLE ATTORNEYS' FEES, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE--WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM YOU OR YOUR SUCCESSORS MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST, EXPENSE OR ATTORNEYS' FEES (COLLECTIVELY, "HARM") THAT MAY BE OR IS SUFFERED BY YOU, YOUR SUCCESSORS OR ANY THIRD PARTY AS A RESULT OF OR RELATING TO THE CONTEST, ANY USE OF ANY OF THE IMAGES, ANY USE OF YOUR LIKENESS OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, OR YOUR ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY PRIZE AWARDED TO YOU, EXCEPT WHERE SUCH HARM IS DIRECTLY CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY PARTIES (THE "RELEASED CLAIMS").

IF YOU ARE A MINOR, THEN YOUR PARENT OR LEGAL GUARDIAN HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE COUNTY PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY ANY OF THE COUNTY PARTIES ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL OF THE RELEASED CLAIMS.

MISCELLANEOUS TERMS OF THIS RELEASE:

If any provision of this Release is found to be unenforceable in any respect, you and your Successors intend and understand that this Release shall nonetheless be enforced to the maximum extent to which it is legally enforceable as determined by a court of law or as otherwise allowed by applicable law. To the extent permitted by applicable law, you and your Successors waive the benefit of any provisions of any statute or other law that may adversely affect the rights of any of the County Parties under this Release.

You and your Successors further acknowledge and agree that this Release has been entered into and delivered in the State of California, and shall be construed and enforced in accordance with the laws of the State of California. You and your Successors irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California, with respect to any claim or suit arising out of or in connection with this Release, the Contest or any prize awarded or accepted by you (or your Successors) or the your failure to receive a prize, and you and your Successors agree not to commence or prosecute any such claim or suit other than in the state or federal courts located in Santa Clara County, California.

Proper venue for legal action regarding this Release and the Contest shall be in the County of Santa Clara, California only.

This Release is a material inducement for County to allow you to participate in the Contest and this Release and these Rules constitutes the entire agreement between yourself and the County with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between you and the County or any other County Parties with respect to such matters. This Release and these Rules may not be amended or supplemented except by the County of Santa Clara acting by and through the Parks and Recreation Department.

This Release is effective (“Effective Date”) immediately upon your submission of a Registration Form. As of the Effective Date of this Release, you and/or your parent or legal guardian hereby warrant, represent, acknowledge and agree that you and/or your parent or legal guardian have read, fully understand and agree to be bound by all of the terms and conditions contained in this Release and the Rules in their entirety, and you, your Successors, parent and/or legal guardian will comply with all such terms, conditions, rules and requirements at all times.