

# CADILLAC DRIVING RANGE ART RULES

- **Who can enter?**
  - Open to amateur and professional artists alike
- **Age requirements**
  - Cadillacs – open to adults 18 and over. Must be 18 and over to be eligible for any monetary prize/award.
  - Golf Carts – junior divisions 7-10, 11-13 & 14-17
- **Artwork must be original**
  - Your art must be your own original concept and not a copy of anyone else's copyrighted material. (If your artwork infringes upon another's copyright it will be disqualified.) Upon submitting your work, to this competition, you are solely responsible for any infringement on copyrighted materials.
  - Cannot be defamatory or offensive. It's Silver Oaks' sole discretion as to the appropriateness of artwork.
  - Themed to reflect the character of Northern Nevada.
- **All rights reserved**
  - Silver Oak reserves all rights
  - All artwork becomes the property of Silver Oak Golf Course
  - By entering this art competition, you are granting us an exclusive perpetual license to reproduce images of your artwork on our website, print, email and other means of marketing to the general public.
- **Supplies**
  - All paint and supplies required to complete the artwork are the responsibility of the artist.
- **Entry/Selection Process**
  - Entry deadline for applications is January 31, 2018
  - Submit entry form and artwork sketches/drawings for review
  - Winning entries will be notified by March 1, 2018
  - A schedule of designated dates and times work may begin will be provided to winning entries on March 1, 2018
  - Lottery of winning entries will determine which Cadillac or Cart you'll paint.
- **Recognition, Awards and Prizes**
  - Junior Category
    - Three winners will be selected. One from each age division.
    - Trophies will be awarded to each winning entry.
  - Adult Category
    - Multiple entries will be selected based on Cadillacs available.
    - Upon completion of all Cadillac artwork of the nine winning entries, voting will commence.
    - 1<sup>st</sup> Place (\$1000) and 2<sup>nd</sup> Place (\$500) will be awarded.

# CADILLAC DRIVING RANGE ART ENTRY

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: (if under 18 at time of application) \_\_\_/\_\_\_/\_\_\_

## Select Category:

Adult Cadillac

Juniors (7-10)

Juniors (11-13)

Juniors (14-17)

Sketches of themed artwork and release of liability must accompany this entry to be considered for selection.



**SUBMIT TO:**  
**SILVER OAK GOLF COURSE**  
**ATTN: TERRIE McNUTT**  
**1251 COUNTRY CLUB DRIVE**  
**CARSON CITY, NV. 89703**

## RELEASE OF LIABILITY

In exchange for participation in the activity of *painting of Cadillac and golf cars on the driving range* organized by *Silver Oak Golf Course (SOGC) of 1251 Country Club Drive, Carson City, Nevada, 89703* and/or use of the property, facilities and services of *SOGC*, I

\_\_\_\_\_, of \_\_\_\_\_, agree for myself and (if applicable) for the members of my team and/or helpers to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all rules and warnings, and further agree to follow and oral instructions or directions given by *SOGC*, or the employees, representatives or agents of *SOGC*.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my team members and/or helpers, and further release and discharge *SOGC* for injury, loss or damage arising out of my or my team members and/or helpers use of or presence upon the facilities of *SOGC*, whether caused by the fault of myself, my team members and/or helpers, *SOGC* or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend *SOGC* against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of *SOGC*.
4. **FEES.** I agree to pay for all damages to the facilities of *SOGC* caused by any negligent, reckless, or willful actions by me or member(s) of my team.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Nevada State law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.
7. **ARM'S LENGTH AGREEMENT.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below alternative dispute resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*LEGAL PARENT/GUARDIAN (if applicable)*

Relationship to entrant: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_