



Public Mural Application

The City of DeKalb Citizen's Community Enhancement Commission (CCEC) is pleased to announce the Public Mural Program, where the community will be permitted to paint a mural within the City of DeKalb. There is no cost to apply for this program, but if you are awarded a Public Mural space applicant's will have to provide their own materials for painting. The program is not limited to current DeKalb residents. The City encourages current residents, former Huskies, students and faculty of District 428, employees of DeKalb businesses, or any outside artists to participate.

How the Public Mural Program works

1. For a community-partner mural, notify the CCEC's Staff Liaison with a letter of intent to apply 3-6 months in advance of a deadline. A meeting between the lead artist, property owner, community partner(s), and City staff will follow to ensure guidelines, expectations, and points of accountability are understood. For an artist-focus mural, notify the CCEC's Staff Liaison of intent to apply 4-6 weeks in advance of a deadline.
2. Obtain permission from property owner. Provide a copy of the Public Art Mural Permit and agreement to the property owner and confirm they will sign it. The permit and agreement does not need to be signed until after the project has received approval from the City Council.
3. Complete an application.
4. Submit supplementary materials listed under Required Application Materials below with the application. These materials can be emailed to scott.zak@cityofdekalb.com.
5. CCEC reviews the proposal and supplementary materials and gives a recommendation to the City Council. A meeting notice is sent to applicable neighborhood community groups. If the proposal is not approved, the applicant may resubmit additional materials as requested. The applicant is required to attend the meeting.

Required Application Materials:

- Letter of intent
- Completed application
- Digital images:
 - One color image of proposed concept
 - One color image of the overall building and mural wall (multiple perspectives and images of the building is encouraged)
 - One color image of the proposed mural on the building wall
 - Up to 6 images of past work from each artist contributing to the mural design and an image list that includes location, budget, year completed, and description of artist's role (e.g. lead, collaborator, assistant) OR a link to website/social media accounts that feature artworks.
- Resume for each artist involved in the design of the mural
- If attaching panels to a wall, a materials list, drawing and attachment plan must be submitted

- Letter from property owner that states commitment to sign the agreement and permit
- Letter from artists that states commitment to sign the waiver and permit
- Letter(s) of support from community partners

Public Mural Application and Design Proposal

Name(s) _____

Phone _____ Email _____

Mailing Address _____

Proposed Location of Public Mural _____

Use the space below to illustrate your proposed artistic design or you may attach your proposed artistic design as another sheet.

Those wishing to apply should submit this page as well as the waiver (page 3), via mail or in-person to the address below, or email a scanned copy [in color](#).

City of DeKalb
ATTN: City Manager
164 E. Lincoln Highway
DeKalb, IL 60115
Bill.Nicklas@CityofDeKalb.com

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in:

The City of DeKalb's Public Mural program ("Activities")

I, for myself, my personal representatives, assigns, agents, beneficiaries, insurers, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of performing Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities may be conducted over public roads, runways, taxiways, ramps, parking areas, trails, sidewalks, within or around buildings and facilities open to the public or closed to the public during the Activities and may be conducted at or within facilities not open to the public. I further acknowledge and agree that hazards of traveling and participating in the Activities are to be expected use of open spaces, paths, roads, fields, trails or other areas, and participation in Activities includes inherent risks of injury from many possible sources including but not limited to injuries from falling, exposure, dehydration, hypo or hyperthermia or other medical conditions, tripping, slipping, crashing, being injured from contact with objects, cars, aircraft, fences, guardrails, holes, cracks, grates or other obstacles, rollover of vehicles, contact with other participants, injury due to exertion or physical activity, injury due to ground or field conditions, negligence of public property owners, lessors or occupiers, injury due to weather conditions, and other risks. I agree and warrant that if, at any time, I believe conditions to be unsafe or I believe myself to be incapable of safely completing the Activities, I will immediately discontinue further participation in the Activities.

I further acknowledge that I have received all training required to participate in Activities and to operate any equipment or vehicles involved therein, that I possess the requisite mental and physical ability to perform Activities and to operate equipment or vehicles involved, and that I will cease participation of Activities if I should encounter any dangerous or unsafe conditions or circumstances that exceed my ability, skill or training.

2. FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities. I understand and agree that the Releasees, as identified below, shall not be obligated to supervise, control, manage, support, or otherwise assist myself or any other participants in the Activities, nor shall the Releasees be responsible for the enforcement of any rules, guidelines or other regulations that may be applicable to the Activities. I acknowledge that prior to my participation in the Activities and as an ongoing component of my participation in the Activities, I shall undertake a thorough investigation of the premises to be utilized to identify the existence of any defects or

potentially harmful conditions, and I shall conduct myself in a reasonable and responsible fashion. I undertake any and all responsibility for compliance with any laws, ordinances or regulations applicable to my actions or my participation in the Activities, and acknowledge that I am responsible for obtaining permission to enter upon any private property to conduct the Activities, prior to so entering. I specifically acknowledge that the Releasees have no responsibility or liability to myself, nor any direct or indirect liability or responsibility for supervising, managing, planning or otherwise conducting the Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE "the City of DeKalb", and with respect to each such party, its administrators, directors, agents, attorneys, insurers, employees, servants, officers, members, volunteers, and other participants, any sponsors of the Activities or advertisers or donors associated with the Activities, including but not limited to the County of DeKalb, and, if applicable, any and all other owners, occupiers or lessors of premises on which the Activities takes place, (collectively and individually each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, INJURIES, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS AND/OR ATTEMPTS TO PROVIDE OR ARRANGE FOR THE PROVISION OF EMERGENCY CARE OR FIRST AID; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or asserting any claim or interest by virtue of their relationship to me, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. HAVE READ AND SHALL COMPLY WITH THE RULES FOR ACTIVITIES, attached hereto in the Paint-a-Plug Application.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. WITHOUT LIMITING THE GENERAL NATURE OF THIS AGREEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT IS BEING GIVEN SO THAT I MAY PARTICIPATE IN THE ACTIVITIES, AND THAT RELEASEES WOULD NOT AGREE TO MY PARTICIPATION IN THE ACTIVITIES WITHOUT THIS RELEASE.

Print Your Name: _____

Sign Your Name: _____

Date: _____

Emergency Contact Information

Name: _____

Phone Number: _____

Relationship: _____

I further acknowledge that the below listed persons is/are minor children that are in my care, custody and control, and that shall be participating in the Activities. I acknowledge that I am the parent and/or legal guardian of said children. My signature above indicates that I accept the terms of this Agreement on my own behalf; my signature below indicates that I accept the terms of this Agreement on behalf of said children, identified above. I agree and acknowledge that I shall be solely responsible for the care, direction, supervision and well-being of said children, and further agree that I shall maintain observation and control over said children at all times during the Activity. I agree and acknowledge that I have reviewed the Activities and determined that said children possess adequate skill and capacity to participate.

Child's Name (Printed)

Child's Age
