

## **CONSENT, WAIVER OF LIABILITY AND RELEASE**

### **Limits of Liability:**

By participating in this California Ocean and Coastal Photography Contest, each contest entrant agrees to release and hold harmless the Thank You Ocean Campaign and the California Coastal Commission, their sponsoring agencies, and each of their commissioners, directors, officers, employees, attorneys, agents and representatives (hereinafter referred to as "RELEASED PARTIES"), from any and all liabilities, claims, demands, damages or costs (including, without limitation, litigation costs and attorneys fees), resulting from, growing out of, or in any way connected with or incident to: (1) this contest, including, without limitation, any liability arising from the use, processing or preparation of the finished Photograph(s) submitted by each entrant and loss or damage to the Photograph(s); (2) any prize won; or (3) any use of the entry materials provided, except for the gross negligence of the RELEASED PARTIES. For the purposes of this Consent, Waiver of Liability and Release form ("Release"), the term "Photograph(s)" shall mean and refer to all or any portion of any visual image submitted to the Thank You Ocean Campaign, the California Coastal Commission or their sponsoring agencies.

### **Indemnification:**

By participating in this contest, each contest entrant agrees to indemnify all RELEASED PARTIES from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by the RELEASED PARTIES by reason of: (1) any violation or infringement of any proprietary right or copyright; (2) any libelous or unlawful matter contained in the Photograph(s); or (3) any invasion of privacy or trespass in the taking or publication of the Photograph(s) from any use that may be made of the Photograph(s) by the RELEASED PARTIES. Each contest entrant also agrees to indemnify all RELEASED PARTIES for any such amounts arising from his/her breach of any covenant, representation, or warranty of this agreement.

### **Conditions:**

By entering this contest, each contest entrant agrees to allow the California Coastal Commission and the Thank You Ocean Campaign and its sponsors to: (1) reproduce the Photograph(s); (2) use it in whole or in part, at any time, in composite or distorted form, in color or otherwise; (3) publish it through any medium, including, but not limited to, printed medium, video and/or on the internet; and (4) exhibit it. Photographer credit will be given for Photograph(s) published by the Coastal Commission or the Thank You Ocean Campaign. Photographers will still retain copyright to their Photograph(s), subject to the license described below.

By entering this contest, each contest entrant agrees to grant the California Coastal Commission and the Thank You Ocean Campaign a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, adopt, distribute, publish, use in the creation of derivative works, use in advertising or for commercial purposes, and display the Photograph(s), or any part of it, and to grant to any third party a coextensive sublicense to use the Photograph(s) for governmental or educational purposes or for promoting public awareness of the coast and ocean.

By entering this contest, each contest entrant waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

**Consideration:**

This Release is entered into by each entrant in consideration of being allowed to participate in the contest and for publication of his/her name in a photographer credit in connection with any publication of such Photograph(s) by the RELEASED PARTIES.

**Photographs of readily identifiable persons:**

If the Photograph(s) contains a readily identifiable person as a subject, the photographer must submit the name, address, and phone number of each person who is readily identifiable in each photo. This information will be used by the Coastal Commission and Thank You Ocean staff to contact the individual only if either or both agency(ies) choose to publish a photo in which the subject is readily identifiable. In order for a Photograph(s) to be eligible for publication, the photo subject, or parent or legal guardian (if the subject is a minor), will have to execute upon request the “Right to Use Photographic Likeness, Consent, Waiver of Liability and Release” [form](#). If the contest entrant fails to submit the name, address and phone number of each readily identifiable person in his/her submission, the Coastal Commission and Thank You Ocean Campaign reserve the right to disqualify such an entry.

**Warranties:**

By participating in this contest, each contest entrant warrants and represents the following:

- (1) that the Photograph(s) which are the subject matter of this agreement are his/her original work in all respects;
- (2) He/she is the sole and exclusive owner of the Photograph(s);
- (3) the Photograph(s) are free, clear, and unencumbered;
- (4) no part of the Photograph(s) is taken from or based on any other work;
- (5) no part of the Photograph(s) infringes the copyright or any other right of any person;
- (6) the reproduction, publication, exhibition, or any other use by the RELEASED PARTIES of the Photograph(s) in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person;
- (7) He/she earns less than 50% of his/her income from photography; and
- (8) He/she took the Photograph(s) from public property and maintained a safe distance from marine mammals as outlined in rules for this contest.

**Agreement to be bound by these terms and conditions:**

I declare that I am eighteen (18) years old or older and am legally competent to execute this release.

I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily agreed to these terms.