



## CITY OF COSTA MESA PHOTO CONTEST ENTRY AGREEMENT

In consideration for my or my child's participation in the City of Costa Mesa's (City) Photo Contest (Contest), I, on behalf of myself or my child (collectively, I, we, me, myself, or Participant) hereby execute this Photo Contest Entry Agreement (Agreement).

I warrant and agree as follows:

1. Rules and Requirements. I have reviewed, understand, and agree to be bound by all Contest rules and requirements.
2. Representations and Warranties. I represent and warrant that:
  - a. Participant is the person who took the photo or photos (individually and collectively referred to herein as Photo) and has all rights to and in the Photo and that the Photo is free and clear of any lien.
  - b. The Photo is the result of Participant's sole artistic efforts. If the Photo is the result of a collaboration, Participant has indicated the same to City in his/her submission of the Photo.
  - c. The Photo is unique and original and does not infringe upon any intellectual property rights, privacy rights, or any other rights of any person or entity.
  - d. The Photo was taken within the limits of the City of Costa Mesa.
  - e. Participant has obtained a Photo Release from each individual who is recognizable for permission to use and publish the individual's photograph or likeness in connection with City programs and services without any compensation from the City.
3. Grant of License. I understand and agree that the Photo will become and remain property of the City and that the City may retain a digital copy of the Photo indefinitely. I irrevocably and perpetually grant to City the unrestricted right and license to use, reproduce, distribute and/or display the Photo for any purpose in any media now known or hereafter developed throughout the world, without limitation as to duration or frequency of use.
4. Modification of Photo. I agree that the City may alter, edit, modify, adapt, or reproduce the Photo. I waive any inspection or approval of the finished material and release the City from liability for any claim of alteration, optical illusion, or faulty mechanical reproduction.
5. No Compensation. I understand and agree that I will receive no compensation in connection with my participation in the Contest, the license granted herein, or the City's use of the Photo.
6. Name and Likeness. I grant to City permission to use my name, photograph, and/or likeness in connection with the Contest, City programs and services, and for any other related reason or purpose.
7. Waiver. I waive as against City, and any and all of its respective successors in interest, any rights which I may have under the California Art Preservation Act (California Civil Code sections 987 et seq.), the Visual Artists Rights Act (17 U.S.C. section 106A), and all other similar laws.
8. Waiver and Release of Liability; Indemnification. To the fullest extent permitted by law, I agree to forever waive, release, and discharge the City, its elected officials, officers, employees, agents and volunteers from any and all claims for damages and/or liability, including but not limited to copyright or intellectual property rights claims or causes of action, arising in connection with my participation in the Contest, this Agreement, and/or the use of Photo, and promise not to sue the City for any damages I incur in connection with the Contest or this Agreement. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to defend, indemnify and hold City harmless from any and all liability, whether caused by any active or passive negligent act or omission of the City, its elected officials, officers, agents, employees and volunteers otherwise, arising in connection with this Agreement or my participation in or association with the City of Costa Mesa Photo Contest.

9. Electronic Transactions. I agree to conduct transactions relating to the Contest, including but not limited to this Agreement, electronically.
10. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

**I have read this Photo Contest Entry Agreement, know, understand and agree to be bound by its contents, and sign it of my own free will.**

**Participant's Full Legal Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If Participant is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor.

**Parent/Legal Guardian Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_