



FRIENDS OF FOLSOM PARKWAYS

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2023 PHOTO CONTEST - - RELEASE AND WAIVER

1. I, _____ (hereinafter referred to as "Photographer"), hereby grant to The Friends of Folsom Parkways (hereinafter referred to as "FOFP") the following limited rights with respect to the enclosed photograph(s): A. The non-exclusive right to reproduce the photograph(s) in, and in conjunction with the 2023 FOFP Photo Contest; B. The right to use the photograph(s) for any non-commercial FOFP purpose, together with Photographer's name in advertising and promotion of the FOFP, including but not limited to FOFP's mailings, social and electronic media and publications and calendars; C. The right to reprint, or to cause to be reprinted, the photographs in connection with any reprinting of any publications or medium; and D. The right of the City of Folsom to use the photograph for any non-commercial purpose. Photographer shall retain any and all other rights in and to the photographs.

2. Any winners will be determined by the Board of the FOFP to weekly and Grand Prize winners. Should FOFP publish a 2024 Calendar and use any photograph submitted by the photographer then Photographer will receive a calendar if any of Photographer's images are published in a full page. Any additional prizes for the contest or calendar use, if any shall be determined by the FOFP Board of Directors.

3. Photographer represents and warrants that: (a) all photographs are original and created by Photographer; and (b) publication thereof will not violate or infringe any copyright, proprietary right, or license. Photographer further agrees to indemnify and hold harmless FOFP and its licensees from any claim, damage, loss or expense (including reasonable attorneys' fees) arising out of any action as a result of a breach by Photographer of any of the foregoing representations or warranties.

4. Photographer will, for each photograph selected, furnish to FOFP: (a) one original image of each image selected; and (b) background facts and identification of persons represented therein sufficient to enable appropriate, accurate captions and accompanying text to be written, all for inclusion in the Contest. Upon the request of FOFP, Photographer will obtain and furnish to FOFP written releases from all persons whose recognizable likenesses appear therein.

5. FOFP shall credit Photographer for all photographs published under the uses defined in Paragraph 1. This credit line will include the Photographer's name.

_____ Print Name

_____ Signature Date _____, 2023

_____ Parent/Guardian Signature (If under 18 yrs old)