



# Tulare County Digital Photo Contest

## Contestant Participation Agreement

In submitting the attached photo(s) (PHOTO) to the County of Tulare (COUNTY) and participating in the County of Tulare 2015 Photo Contest,

I, \_\_\_\_\_  
(CONTESTANT), hereby warrant and agree to the following:

### A. WARRANTIES

1. CONTESTANT warrants to COUNTY that he/she has lawful ownership rights to PHOTO and acknowledges that once submitted, PHOTO becomes the property of COUNTY;
2. PHOTO is the result of CONTESTANT'S sole artistic efforts;
3. PHOTO is an original and does not infringe upon any copyright or patent;
4. PHOTO is free and clear of any lien;
5. It is the sole responsibility of the CONTESTANT to obtain a written release from any recognizable person in a submitted photo. Submittal of the photograph is the CONTESTANT'S warranty that the photograph does not infringe on any third party's rights, and that written permission has been received by the CONTESTANT from any third party whose image appears in the photograph. (Attach copy of release to this agreement.)

### B. INTELLECTUAL PROPERTY LICENSE

1. Except for title and possession and as further set forth in this Agreement, pursuant to the Copyright Act of 1976 (17 U.S.C. Section 101 et seq.), CONTESTANT will retain the copyright and

all other rights in and to PHOTO. CONTESTANT grants to COUNTY a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or subsequently developed, for any educational, promotional, publicity, exhibition, archival, scholarly and all other standard County of Tulare purposes without limitation:

- a. The County of Tulare reserves the right to use any prints exhibited for publicity purposes.
  - b. By entering the contest, entrants grant the County of Tulare a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or subsequently developed, for any educational, promotional, publicity, exhibition, archival, scholarly and all other standard County of Tulare purposes. The County of Tulare will not be required to pay any additional consideration or seek any additional approval in connection with such uses.
2. COUNTY will include CONTESTANT'S name and credit as feasible on any photograph reproduced.
  3. COUNTY may alter images of PHOTO as necessary, to fit into reduced or enlarged format sizes.
  4. Pursuant to 17 U.S.C Section 106A(e) and California Civil Code Section 987(g)(3) and only





# Tulare County Digital Photo Contest

## Contestant Participation Agreement

to the extent that this Agreement differs, CONTESTANT expressly waives any rights that he/she may have under California Civil Code Section 987 or 17 U.S.C. Sections 101 et. seq., including, without limitation, 17 U.S.C. Sections 106, 106A, and 113, or any successor statute(s) or regulations.

### C. HOLD HARMLESS

CONTESTANT agrees to release COUNTY, its agents, officials, employees, and certified volunteers from and against all liability, including copyright or patent infringement claims or causes of action, arising out of this Agreement and claims arising from CONTESTANT'S participation in the County of Tulare 2013 Photo Contest. CONTESTANT agrees to defend (with counsel satisfactory to COUNTY), indemnify and hold COUNTY harmless and free from all liability, whether caused by passive negligence or otherwise, arising out of CONTESTANT'S participation or association with the County of Tulare 2013 Photo Contest.

CONTESTANT agrees to pay all costs incident to any claim, including without limitation, attorneys' fees.

I agree to the terms set forth in this Contestant Participation Agreement. I further agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the United States and State of California.

Parent/Guardian signature is required if Contestant is under 18 years old.

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

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

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

Please Print Name of Parent/Guardian for Minor:

\_\_\_\_\_  
Signature of Parent/Guardian for Minor:

\_\_\_\_\_

