

**2013 Explore Chatham Photography Contest Entry Form
Waiver and Release of Liability**

By submitting photograph(s) to the 2013 Explore Chatham Photography Contest, entrant/photographer declares and agrees as follows:

I declare and affirm that (i) I am the person who took the submitted photograph(s); (ii) I own all intellectual property rights to the photograph(s) and the images therein, and am legally authorized to submit the photograph(s); (iii) I consent for the photograph(s) to be used by the Borough of Chatham without any fee or other form of compensation; and (iv) the photograph(s) entered has not been previously published.

I hereby grant the Borough of Chatham license and permission to use, reproduce, distribute, publish and prepare derivative works of and display my photograph(s) in any and all publications for government or non-government purposes as it sees fit, including the Borough of Chatham website and the Explore Chatham website, without fee or other form of compensation in perpetuity. I further hereby authorize the Borough of Chatham to edit, alter, or copy my photograph(s) so that the Borough of Chatham may best use, reproduce, distribute, publish and prepare derivative works of and display my photograph(s) in a particular media. I acknowledge and agree that I have no right to review or approve any use of my photograph(s) before they are used by the Borough and that the Borough has no liability to me for any editing or alteration of the photograph(s).

I agree to indemnify, defend and hold the Borough of Chatham its elected officials, officers, employees, agents, contractors, volunteers and any and all persons acting on behalf of the Borough free and harmless from any and all claims, damages, costs and liabilities, including reasonable attorney fees, arising out of or in connection with the creation and/or use of my photograph(s) for any purpose, including but not limited to, any and all claims and liabilities for defamation or invasion of privacy or infringement of any intellectual property rights. This indemnity obligation applies to claims of infringement or violation alleged by me, the photograph subject(s) and/or any and all other persons or entities.

Entrant/photographer retains the copyright and all other rights to photograph(s) submitted subject to the rights granted to the Borough of Chatham herein.

The Borough of Chatham assumes no responsibility for lost or damaged entries or those that do not arrive by the deadline date.

I hereby certify that I am eighteen (18) years of age or older, and that I am fully authorized to execute and create this legally binding document. I further represent that I have read and fully understand this Waiver and Release of Liability, and that by signing this document I am giving up important legal rights.

Name printed _____

Signature _____

Date _____

Address _____

Phone _____ E-mail _____

Entry Title(s): _____

If the entrant/photographer is a minor under the age of 18, I hereby certify that I am the parent or legal guardian of the minor, and that I am fully authorized to execute and create this legally binding document on behalf of the minor and any other parent or legal guardian of the minor. I further represent that I have read and fully understand this Waiver and Release of Liability, and by signing this document I am giving up important legal rights on behalf of me and the minor. This waiver release is intended to be binding on me, the minor, and each of our heirs and successors in interest.

Name printed _____

Signature _____

Minor's name _____

Date _____

Address _____

Phone _____ E-mail _____

Entry Title(s): _____
