

Oakland Bird Alliance 2024 Photo Contest
Entry Form & Photo Release

Participant Information

Name: _____
Address: _____
Phone: _____
Email: _____

Signature: _____ Date: _____

Photo #1

File name (i.e., birds.jpg, shore.jpg): _____
Location: _____
Date Taken: _____
Entry Category: _____
Photo Description: _____

Photo #2

File name (i.e., birds.jpg, shore.jpg): _____
Location: _____
Date Taken: _____
Entry Category: _____
Photo Description: _____

Photo #3

File name (i.e., birds.jpg, shore.jpg): _____
Location: _____
Date Taken: _____
Entry Category: _____
Photo Description: _____

Photo #4

File name (i.e., birds.jpg, shore.jpg): _____
Location: _____
Date Taken: _____
Entry Category: _____
Photo Description: _____

Photo Release

- 1. License.** I hereby grant to Oakland Bird Alliance, its successors, agencies, assigns, or other designees (hereinafter "OBA") the irrevocable perpetual, nonexclusive license to reproduce, distribute, display, and create derivative works (along with a name credit) of the photograph submitted. In connection with the promotion of OBA's mission without additional compensation, in any media now or hereafter known, including, but not limited to: publication in *newsletters, Facebook, Twitter, or any other online channel, newspapers, and broadcast media*, or other OBA publication. I further waive any "moral" rights, or other rights with respect to attribution of authorship or integrity of the Entry that I may have under any applicable law, whether under copyright, contract, tort, unfair competition, trademark, or any other legal theory, with respect to any use or exploitation of the photograph submission. I understand that I am not relinquishing ownership of the photo submission, the copyright still resides with the original photographer.
- 2. Releases.** I represent and warrant that I have obtained all authorizations, releases, clearances, and consents from others that may be required in connection with use of the Entry ("Releases"), including without limitation (i) written releases from individuals appearing recognizably in the Entry; and (ii) written releases from the owner of any private property appearing recognizably in the Entry.
- 3. Assurances.** I represent and warrant that (a) I possess or have obtained all rights to the Entry necessary for the grant of these rights, (b) this agreement does not and will not conflict with or violate any agreement that I have or will have with any person or entity, and (c) use of the Entry as permitted herein will not infringe upon or misappropriate any rights of any person or entity, including, without limitation, any copyrights or trademark rights or rights of privacy, publicity, and/or personality, whether statutory, contractual, common law, foreign, or otherwise. OBA acknowledges that my representations and warranties do not apply to modifications and additions made to the Entry without my participation.
- 4. Indemnity.** I shall indemnify OBA and its affiliates, agencies, officers, directors, employees, assignees and licensees, and hold each and all of them harmless from and against any and all loss, cost, damage, liability, and expense, including attorneys' fees, with respect to any claim that, if true, would constitute a breach of any of my representations and warranties in this agreement.
- 5. Limitation of Liability.** In no event shall OBA be liable to me (participant) or any third party for any indirect, consequential, special, punitive or incidental damages.
- 6. Copyright or Credit.** OBA shall include a copyright notice or credit on or within each medium containing the submission, but I agree that OBA shall have no liability if such notice or credit is not included.
- 7. Entire Agreement.** This agreement constitutes the entire agreement between OBA and me (participant) concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications, and agreements, whether oral or written, between OBA and me (participant) relating to the subject matter hereof. No amendment or modification will be effective unless it is made in writing and signed by both parties. This agreement shall in all respects be governed by the laws of the State of Michigan.