



**AMATEUR PHOTOGRAPHER  
SOCIAL ISSUES PHOTO CONTEST  
ENTRY FORM AND RELEASE**

1. **License.** I hereby grant to the Center of the World Festival, Inc., its successors, assigns, or other designees (hereinafter “CWF”) the irrevocable perpetual, nonexclusive license to reproduce, distribute, display, and create derivative works (along with a name credit) of the photograph entered (the “Entry”) in connection with the CWF Social Issues Photo Contest (the “Contest”) and promotion of the Contest without additional compensation, in any media now or hereafter known, including, but not limited to: publication in any CWF print publication; publication at [www.cowfest.org](http://www.cowfest.org) and associated websites, including Facebook and other social media, highlighting submissions and winners of the Contest; display at exhibitions of submissions and winners; and publication of a calendar or other printed material featuring select submissions and winners in the Contest. 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 Entry.
2. **Releases.** I represent and warrant that I have obtained all authorizations, releases, clearances, and consents from others (“Model Releases”) that may be required in connection with use of the Entry, including without limitation (i) written Model Releases from individuals appearing recognizably in the Entry; and (ii) written Model Releases from the owner of any private property appearing recognizably in the Entry. I attach all associated Model Releases to 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. CWF 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 CWF and its affiliates, 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. The liability of CWF hereunder for any reason and upon any cause of action whatsoever shall be limited to One Dollar (\$1). In no event shall CWF be liable to me or any third party for any indirect, consequential, special, punitive or incidental damages. Whether I deliver original or duplicates of the Entry, I agree that CWF may retain and shall have no obligation to return the Entry to me.

6. Copyright and Credit. I retain the copyright for this photo in this Entry. CWF shall include a copyright notice or credit on or within each medium containing the Entry, but I agree that CWF shall have no liability if such notice or credit is not included.

7. I have completed the document entitled "Description of Entry" and confirm that I consider myself an amateur and attach the form to this Release.

8. I have completed the document entitled "Consignment Agreement" and attach the form to this Release.

9. Entire Agreement. This agreement constitutes the entire agreement between CWF and me concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications, and agreements, whether oral or written, between CWF and me 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 California.

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

The Statement below needs to be signed by the parents or guardians of a youth photographer (under the age of 18):

I give my permission for my child's photo to be submitted as an Entry and I accept all the above conditions.

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

Parent/Guardian Signature: \_\_\_\_\_

Give Address and Phone number if different from above.

