



“Wildomar”

2019 Calendar Photo Contest

Agreement/Hold Harmless Form

By submitting entries, the contestant acknowledges and agrees to the terms of the contest ENTRY AGREEMENT (read terms below).

ENTRY AGREEMENT

In submitting the attached photo(s) (PHOTO) to the City of Wildomar (CITY) and participating in the City of Wildomar 2019 Calendar Photo Contest I (we), (CONTESTANT), hereby warrant and agree to the following:

CONTESTANT warrants to CITY that he/she has lawful ownership rights to the PHOTO and acknowledges that once submitted, the PHOTO becomes the property of the CITY.

The PHOTO is the result of CONTESTANT'S sole artistic efforts unless otherwise stated above as collaboration.

Except as otherwise disclosed in writing to CITY in this submittal form, the PHOTO is unique and original and does not infringe upon any copyright or patent.

The PHOTO is free and clear of any lien. Except for title and possession, pursuant to the Copyright Act of 1976 (17 U.S.C. §101 et seq.), CONTESTANT will retain the copyright and all other rights in and to the PHOTO. The CONTESTANT grants to CITY an irrevocable and non-exclusive worldwide license to reproduce, to distribute, and/or to display two- or three-dimensional reproductions of the PHOTO in any manner whatsoever relating to any CITY publication or event, including, without limitation:

Public display as well as reproduction on CITY items, such as calendars, print ads, postcards, posters, brochures, applications, television programs and the City website.

In addition the CITY will include CONTESTANT'S name somewhere on the document where the photo is used.

The CITY may alter images of the PHOTO as necessary to fit into reduced or enlarged format sizes.

The CITY may use the PHOTO on CITY merchandise and commercial items which may be sold for fundraising purposes.

Pursuant to 17 U.S.C. § 106A(3) and only to the extent that this Agreement differs, CONTESTANT expressly waives any rights that the he/she may have under Cal. Civ. Code § 987 or 17 U.S.C. §§ 101 et seq., including, without limitation, 17 U.S.C. §§ 106, 106A, and 113, or any successor statute(s) or regulation(s).

HOLD HARMLESS

CONTESTANT agrees to release CITY, its agents, officials, employees, and 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 City of Wildomar Photo Contest. CONTESTANT agrees to defend (with counsel satisfactory to CITY), indemnify and hold City harmless and free from all liability, whether caused by passive negligence or otherwise, arising out of CONTESTANT'S participation or association with the City of Wildomar Photo Contest. CONTESTANT agrees to pay all costs incident to any claim, including, without limitation, attorneys' fees. I agree that the above information is correct. I further agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats by contacting the City of Wildomar at 951-677-7751.

Contestant Print

Contestant Signature

Date