



Alameda Creek Watershed Council (ACWC)
2011 Photo Contest
Submission Application

Name: _____

Phone: _____

Email: _____

Please check if you are over the age of 18 years old _____

Photographs (s) submitted on: CD _____ DVD _____ Online _____

Name of Photographs (s) – for archiving reference: _____

Photograph size: _____ (minimum must be 300 dpi)

Amateur: _____ Professional: _____

Consent, Waiver of Liability, Indemnity and Release attached _____

By registering your Photographs with the ACWC, you grant the ACWC and associated stakeholders the royalty-free and non-exclusive right to use your Photographs as follows: (i) on the ACWC webpage (ii) for ACWC and associated stakeholders posters, brochures and other promotional/informational items (iii) in ACWC and associated stakeholders electronic emails (iv) and in other internal or external marketing materials or media coordinated by the ACWC and associated stakeholders. You further waive the right to inspect or approve the final use of your Photographs by the ACWC and associated stakeholders.

By submitting your photograph to the ACWC photo contest, you are agreeing to be bound by all contest rules and requirements. A complete list of all rules and requirements can be found online at <http://www.acrcd.org/WatershedCouncil/Projects.aspx>

Please return original signed copy of this application, along with your submission to:

Alameda County Resource Conservation District
3585 Greenville Rd. Ste. 2
Livermore, CA 94550
Attn: Amy Evans- photo contest

Signature _____ Date _____

Please Print Your Name _____

ENTRY FORM:

PHOTOGRAPHER'S CONSENT, WAIVER OF LIABILITY, INDEMNITY AND RELEASE

I, _____, [name of photographer] irrevocably grant to the ALAMEDA CREEK WATERSHED COUNCIL, it's STAKEHOLDERS and its employees, officers, agents and assigns (hereinafter referred to as "RELEASED PARTIES"), the right to use, reproduce, adopt, distribute, publish and publicly display the negatives and photograph(s) ("Photographs") that are the subject of this Agreement for any governmental purpose including, but not limited to, advertising, commercial or non-commercial governmental purposes. This Agreement is entered into in consideration of my participation in the contest and publication of my name in a photographer credit in connection with any publication of such Photograph(s) by the RELEASED PARTIES.

I warrant and represent that the Photograph(s) which are the subject matter of this agreement are original with me in all respects. I am the sole and exclusive owner of the Photograph(s); they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by the RELEASED PARTIES of the Photograph(s) in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person.

I warrant that I took the Photograph(s) from public property in the Alameda Creek Watershed. The subject and location of such Photograph(s) and date(s) that such the Photograph(s) was or were taken are as indicated below.

PHOTO: _____
LOCATION: _____
DATE: _____

PHOTO: _____
LOCATION: _____
DATE: _____

PHOTO: _____
LOCATION: _____
DATE: _____

Attach other pages as necessary.

I understand and agree that the Photograph(s) may be used in whole or in part, at any time, in composite or distorted form, in color or otherwise and may be published through any medium including, but not limited to, printed medium, video and/or on the internet. This consent authorizes both any initial and any subsequent disclosure or publication of the Photograph(s) at any time.

I waive any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

I release and discharge all RELEASED PARTIES from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the processing or preparation of the finished product.

I agree to indemnify all RELEASED PARTIES from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by the RELEASED PARTIES by reason of (1) any violation or infringement of any proprietary right or copyright; (2) any libelous or unlawful matter contained in the Photograph(s); or (3) any invasion of privacy or trespass in the taking or publication of the Photograph(s) from any use that may be made of the Photograph(s) by the RELEASED PARTIES. I also agree to indemnify all RELEASED PARTIES for any such amounts arising from my breach of any covenant, representation, or warranty of this agreement.

I declare that I am eighteen (18) years old or older and am legally competent to execute this release or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily signed this document

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS CONSENT, WAIVER OF LIABILITY AND RELEASE BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Spelling of Photographer's Name Date

Signature of Photographer

Address City, State, ZIP Phone

IF PHOTOGRAPHER IS UNDER 18, THE PARENT(S) OR LEGAL GUARDIAN(S), IF ANY, MUST SIGN.

Spelling of Parent(s) or Legal Guardian(s) Date

Signature of Parent(s) or Legal Guardian(s)

Address City, State, ZIP Phone