

NASHVILLE ENVIRONMENTAL SUSTAINABILITY PHOTO CONTEST RELEASE AND WAIVER OF LIABILITY

By submitting a photo in the Nashville Environmental Sustainability Photo Contest (“Contest”), I have read, fully understand, and agree to be bound by the Contest rules. I hereby grant to the Metropolitan Government, its employees, affiliates, agents, representatives, contractors, and their employees, a non-exclusive license to use, display, share, or publish any photo I submit. The non-exclusive license granted herein is perpetual and worldwide.

I certify that the photo was not copied from another work, photograph, illustration, website, or any other source or medium whatsoever. I represent that I am the exclusive rights holder in the photo, including all intellectual property interests such as trademark, and the sole and exclusive copyright holder of the photo. I have not sold or transferred any of my rights in the photo to any third party. I alone created the photo, it is an original photo, and not a copy or derivative. I represent that this photo does not infringe any third-party intellectual property rights, nor does it contain any material that is obscene, offensive, vulgar, defamatory, disparaging, explicit, or otherwise inappropriate or objectionable. I understand and agree that the Metropolitan Government reserves the right to reject any photo I submit for any reason whatsoever. In the event the photo comes into conflict with any federal, state, or local laws or regulations, the Metropolitan Government may modify, alter, edit, or remove the photo so as to come into compliance with such laws or regulations.

I understand and agree that the Metropolitan Government may remove, move, alter, edit, copy, modify, or destroy the photo, and may trade or otherwise transfer the photo, and that any such action by the Metropolitan Government may subject the photo to damage or destruction, distortion, mutilation, or other modification but shall not constitute a distortion, mutilation, or other modification of the photo which would be prejudicial to me or my reputation as contemplated by the Visual Artist Rights Act (VARA).

The Metropolitan Government, its employees, affiliates, agents, representatives, contractors, and their employees are not responsible for and shall not be held liable for any reason pursuant to any of the uses of the photo contemplated herein, including but not limited to any use or non-use of the photo, any photo which is not accounted for any reason whatsoever, whether lost, stolen, misdirected, illegible, mutilated, destroyed, or incomplete. I agree to unconditionally release, indemnify, defend, and hold harmless the Metropolitan Government, its employees, affiliates, agents, representatives, contractors and their employees from any and all claims demands, damages, and costs arising from or related to any infringement of any intellectual property rights, including but not limited to trademark and copyright, that may arise from my participation in the Contest.

I represent that I have obtained the permission and consent from any and all individual persons depicted in the photo to use their name, image, or likeness and for their name, image, or likeness to be used, displayed, published, or shared as contemplated herein by the Metropolitan Government. I hereby represent that if any individual person or persons depicted in the photo are minors, that I have obtained the permission and consent from the minor’s parent or legal guardian to use the minor’s name, image, or likeness and for the minor’s name, image, or likeness to be used, displayed, published, or shared as by the Metropolitan Government for the purposes set forth herein. I furthermore agree to unconditionally release, indemnify, defend, and hold harmless the Metropolitan Government, its employees, affiliates, agents, representatives, contractors, and their employees from any and all claims, demands, damages, and costs arising from or related to the uses provided for herein of the individual’s name, image, or likeness.

I hereby authorize the Metropolitan Government to use, display, publish, or share the photo by any method or means that may become available for the purpose of promotion, public information, education, or other non-commercial purposes, without further consent and without prior knowledge of any such use. I understand that I will receive no compensation of any kind as a result of any publication, recording, rebroadcast, or other non-broadcast use, display, or publication of the photo and retain intellectual property rights to the use of the photo.

I hereby unconditionally release, indemnify, defend, and hold harmless the Metropolitan Government, its employees, affiliates, agents, representatives, contractors and their employees from any and all claims demands, damages, and costs of any nature whatsoever that I may have, now or in the future, arising from or related to my participation in this Contest.

The provisions of this release are severable. In the event any provision of this release is rendered invalid or unenforceable, the remainder of the release shall remain in full force and effect. I acknowledge that the representations contained herein shall be governed by the laws of the State of Tennessee and any action arising from my participation in the Contest or the uses of the photo provided for herein shall be maintained in the courts of Davidson County, Tennessee.

Name of Contestant (printed)

Signature of Contestant

Parent/Guardian name (printed)

Parent/Guardian Signature

Date