

# Achill Calendar 2013 Digital Photography Competition Entry Form

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

I, \_\_\_\_\_[name of photographer], have read the Rules and Regulations and agree to comply to them in full. I also agree to pay **€10.00** in the form of a charitable contribution made payable to **St Colman's Care Centre** (Registered Charity # CHY16473) by Cash, Cheque or 'an post' Money Order. I understand that this **€10.00** contribution allows me to submit **up to three** photographs with each entry form.

I understand that at all times **I remain the exclusive owner of the copyright** in every photograph I submit with this entry form.

Notwithstanding the above, I irrevocably grant to **St Colman's Care Centre, Achill Island** and its employees, officers and assigns (hereinafter referred to as "RELEASED PARTIES"), the right to use, reproduce, adopt, distribute, alter, publish and publicly display the photograph(s) that are the subject of this Agreement for any purpose in relation to the promotion, distribution and sale of the Achill Calendar. This Agreement is entered into in consideration of my participation in the competition 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 each photograph, the subject matter of this Agreement, is original to me in all respects. I am the sole and exclusive owner of the copyright in the photograph(s). 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; the 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 waive any right to inspect or approve any finished product, before use by the RELEASED PARTIES under the terms of this Agreement. I release and discharge the 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 the 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 libellous 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 the 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 Agreement 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 AGREEMENT AND THE RULES AND REGULATIONS, BY READING THEM, BEFORE SIGNING THIS AGREEMENT.**

**Name (BLOCK CAPITALS please):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Signature of entrant:** \_\_\_\_\_  
**(or that of parent or guardian if under 18)**

If a photograph contains readily identifiable person(s), I have included all names, addresses and telephone numbers of such persons below, along with their signature of consent to waive liability, indemnity and release.

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Photograph no. 1 Title: \_\_\_\_\_

Location: \_\_\_\_\_

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

Photograph no. 2 Title: \_\_\_\_\_

Location: \_\_\_\_\_

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

Photograph no. 3 Title: \_\_\_\_\_

Location: \_\_\_\_\_

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