

## CONSENT, WAIVER OF LIABILITY AND RELEASE

### **Conditions:**

By entering this contest, each Film Maker agrees to grant the California Coastal Commission a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, adopt, distribute, publish, use in the creation of derivative works, use in advertising or for non-commercial purposes, and display the Video, or any part of it, and to grant to any third party a coextensive sublicense to use the Video.

By entering this contest, each Film Maker waives 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.

By entering this contest, each Film Maker agrees to allow the California Coastal Commission and its sponsors to: (1) reproduce the Video; (2) use it in whole or in part, at any time, in composite or distorted form; (3) publish it through any medium; and (4) exhibit it. Film Maker will still retain copyright to their Video, subject to the license described above.

### **Limits of Liability:**

By participating in this Climate Video Challenge, each Film Maker agrees to release and hold harmless the California Coastal Commission, their sponsoring agencies, and each of their commissioners, directors, officers, employees, attorneys, agents and representatives (hereinafter referred to as "RELEASED PARTIES"), from any and all liabilities, claims, demands, damages or costs (including, without limitation, litigation costs and attorneys fees), resulting from, growing out of, or in any way connected with or incident to: (1) this contest, including, without limitation, any liability arising from the use, processing or preparation of the finished video submitted by each Film Maker; (2) any prize won; or (3) any use of the entry materials provided. For the purposes of this Consent, Waiver of Liability and Release form ("Release"), the term "Video" shall mean and refer to all or any portion of any visual image submitted to the California Coastal Commission.

### **Indemnification:**

By participating in this contest, each Film Maker agrees 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 Video; or (3) any invasion of privacy or trespass in the taking or publication of the Video from any use that may be made of the Video by the RELEASED PARTIES. Each Film Maker also agrees to indemnify all RELEASED PARTIES for any such amounts arising from his/her breach of any covenant, representation, or warranty of this agreement.

### **Consideration:**

This Release is entered into by each entrant in consideration of being allowed to participate in the contest.

### **Videos of readily identifiable persons:**

If the Video includes a readily identifiable person, that person must submit a "Right to Use Video Likeness, Consent, Waiver of Liability and Release" form. If identifiable persons fail to complete this form, the Coastal Commission reserves the right to disqualify such an entry.

### **Warranties:**

By participating in this contest, each Film Maker warrants and represents the following:

- (1) the Video which is the subject matter of this agreement is the Film Maker(s)'s original work in all respects;
- (2) The Film Maker(s) is/are the sole and exclusive owner(s) of Video;
- (3) the Video is free, clear, and unencumbered;
- (4) no part of the Video is taken from or based on any other work;
- (5) no part of the Video infringes the copyright or any other right of any person;
- (6) the reproduction, publication, exhibition, or any other use by the RELEASED PARTIES of the Video in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person.