

RELEASE AND WAIVER

Hinsdale Public Library has invited photographers to submit photographs for a Community Photo Exhibition. In return for having the photographs considered in the Community Photo Exhibition, and for other valuable consideration received, I grant to the Library, subject to the Conditions and Exceptions stated below, and for so long as they are adhered to in their entirety the nonexclusive, non-assignable, irrevocable right to use, re-use, adapt, modify, exhibit, distribute and display my name, likeness, image, and photographs, in any and all manner, media, or formats now known or hereafter devised, on the Library's website, the Library's social media sites (including Facebook and Instagram) and any websites marketing materials, in whole or in part, as edited and otherwise altered at the sole discretion of the Library, for a period of five years from the date the selected entries in the Community Photo Exhibition are announced.

Conditions and Exceptions.

Notwithstanding the foregoing, the following conditions and exceptions shall apply:

- a) With respect to all Photographs submitted, the Library may exercise the rights granted in the Photographs solely as necessary to evaluate and determine whether they constitute selected entries in the Community Photo Exhibition, for promoting the exhibition of the photos, for promoting future Library-sponsored photo contests, and not for any commercial or revenue-generating purpose;
- b) With respect to photographs not selected as selected entries, the Library shall have no rights to such photographs other than as set forth in subparagraph (a) and such rights shall expire once selected entries have been selected;
- c) With respect to photographs selected as selected entries, the Library's rights in such photographs and use in any Materials may be exercised:
 - i. Solely for the purpose of promoting the Community Photo Exhibition and subsequent exhibition for which they were submitted and promoting future photo contests sponsored by the Library, and not as a substitute for the purchase of license rights to a photograph from a third party photo agency or photographer where such purchase would normally be required;
 - ii. Provided the photograph is accompanied by identification of the photographer, including any copyright notice provided by the photographer; and
 - iii. Provided that no material alteration of the photograph is made without the photographer's prior written consent, which shall not be unreasonably withheld.

I acknowledge that I am and will remain the owner of the photographs and further that I created the photographs and am able to grant the rights to the Library which are being granted hereunder.

Nothing herein obligates the Library to use my photographs or any of the rights set forth herein. I agree to indemnify and hold harmless the Library from and against all claims, losses, expenses, and liabilities of every kind, including reasonable attorneys' fees, arising out of the inaccuracy or breach of any provision of this Release and Waiver.

I expressly release the Library from any and all claims arising out of the use of my name, likeness, image, and photograph, including but not limited to, claims for blurring, cropping, and distortion, invasion of privacy, defamation and infringement of the right of publicity.

This Release and Waiver will in all respects be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Illinois, represents the entire understanding of the parties, and may not be amended unless mutually agreed to by both parties in writing.

I confirm that I am over 18 years of age and have the right, capacity, and authority to enter into this release and waiver.

IF THE INDIVIDUAL EXECUTING THIS RELEASE OR APPEARING IN A PHOTOGRAPH IS A MINOR (under 18 years of age), HIS/HER PARENT OR GUARDIAN MUST ALSO AGREE TO THIS RELEASE.

I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER.

IF THIS RELEASE AND WAIVER IS SIGNED BY SOMEONE UNDER THE AGE OF 18, THE FOLLOWING MUST BE TRUE:

The undersigned hereby warrants that I am the parent or legal guardian of the above person, and have full authority to authorize the above Release and Waiver, which I have read and approved. Further, and for value received, I hereby release and agree to indemnify the Library from and against any and all liability arising out of the exercise of the rights granted by the above Release and Waiver.