Town of Surfside Parks and Recreation Photo Contest Entry Form

Photographer's Name (Should match the back of each print)

Photographer's Signature		Date		
Signature of Parent/Legal Guardian if Photographer is a Minor Child ¹				
Address				
City	State	Zip		
Telephone				
E-Mail ²				

Date Submitted:

Image # (corresponds with number on print)	Location (where photo was taken)	Photo Description (name of photo)	Year photo was taken (cannot be over three years)
01			
02			
03			
04			
05			

Submissions Due: Friday April 25, 2025 at 5:00 p.m.



Mail or Deliver to: Photo Contest Parks and Recreation Department 9301 Collins Avenue Surfside, FL 33154



Questions? Contact Parks and Recreation at (305) 866 – 3635, jgaldo@townofsurfsidefl.gov, or consult our website at <u>www.townofsurfsidefl.gov</u>

¹ Minors (under age 18) must have their parent or legal guardian's signature and consent to participate.

² Providing your e-mail address is optional. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not provide your e-mail.

Town of Surfside Parks and Recreation Photo Contest Entry Form and Waiver

RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Release of Liability, Hold Harmless and Indemnification Agreement, ("Agreement") is executed by ______, an ADULT (the "Photographer"); or

by _____, a MINOR CHILD (the "Photographer"), and by ____

, the parent and/or legal guardian of the Photographer (the "Guardian"), in favor of the Town of Surfside, the Town's Parks and Recreation Department, and their elected/appointed officials, attorneys, directors, employees, officers, agents and representatives (collectively, the "Town"). The Photographer is participating in the **Town's 2025 Earth Day Photo Contest** (the "Contest"). The Photographer,

- and if the Photographer is a minor, the Guardian on behalf of Photographer, acknowledges and agrees that:
- 1. Photographer has read, agrees to, and will abide by the rules of the Town's Contest.
- 2. Photographer is the person who took the photograph(s) submitted to the Town as part of the Contest (collectively, the "Photographs"), and has not assigned any of Photographer's rights associated with the Photographs to any third party and has sole, complete and unrestricted authority to enter into this Agreement and to grant the rights described herein.
- 3. Photographer retains all rights to the Photographs, including ownership, other than those rights licensed to the Town as described in the next sentence. Photographer grants the Town:
 - a. A nonexclusive, worldwide, irrevocable, royalty-free license to reproduce, distribute, use in publications and associated trade magazines, publicly display and publicly perform the photographs submitted to the Town as part of the Contest; and
 - b. The right to use Photographer's name, city, state, country of residence, and information regarding the Photographs in promotions and other publications.
- 4. Photographer acknowledges that the Town and its partners and/or sponsors may use photographs, video or film of the Photographer and/or Photographs for educational, informational or promotional purposes. Photographer grants the Town and its partners and sponsors permission to include images of Photographer, Photographer's likeness, and/or the Photographs for any purpose with no compensation or liability.
- 5. Photographer releases the Town for any liability whatsoever that arises from the Town's use of the Photographs, except for uses that violate the terms and conditions of this Agreement.
- 6. Photographer agrees to indemnify, defend, and hold harmless the Town of Surfside, its elected officials, officers, directors, attorneys, employees, representatives, agents, volunteers, their assigns and successors (collectively, the "Releasees"), from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action sustained by Photographer arising out of, or by reason of, or resulting from the Photographs or Photographer's involvement with the Contest, and from and against any and all resulting losses, injuries, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the matters contemplated herein, including but without in any way limiting any claims for copyright infringement, violation of any potential right to privacy and/or publicity right.

I HAVE READ, FULLY UNDERSTAND AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND I SIGN THIS FORM OF MY OWN FREE WILL.

Photographer's Printed Name

_Date _

Photographer's Signature or Signature of Parent/Legal Guardian if Photographer is a Minor

