

Tacoma Ocean Fest Youth Story Contest Release

I affirm that _____ (entrant's name) has read and followed all the rules of the Tacoma Ocean Fest Youth Story Contest.

I affirm that the submission of _____ (entrant's name) is his/her own original idea and work. We have obtained rights, licenses, consents and permissions for any copyrighted or licensed materials. I shall indemnify, defend, and hold harmless Tacoma Ocean Fest, Tacoma Sunrise Rotary (a 501(c)3 service organization), Rotary International and any partners or sponsors against any suit, proceeding, claims, liability, loss, damage, costs or expense which Ocean Fest or Tacoma Sunrise Rotary may incur, suffer, or be required to pay arising out of any infringement or suspected infringement of any third party's right.

I affirm that I have written parental consent for any minors appearing in the film, and that this consent may be requested at any time.

I understand that poem, graph and/or film entered in the Contest and any reproduction of them become property of Tacoma Ocean Fest and Tacoma Sunrise Rotary and therefore may be used at their discretion. I agree that the poem/film and all other submission materials such as names and photograph/videos may be used in any media or venue by the Ocean Fest Youth Story Contest and its sponsors. I understand that Tacoma Ocean Fest reserves the right to use students' entries for promotional purposes for itself and affiliated groups, including but not limited to websites, blogs, social media, news media, public readings/screenings and other presentations.

By participating, I agree:

- to the rules and the decisions of sponsors, which shall be final; and
- that Tacoma Ocean Fest, the Foss Waterway Seaport, Tacoma Sunrise Rotary, Rotary International, any promotional for-profit and not-for-profit community/business partners, their parent companies, subsidiaries and affiliated companies, and all of their respective officers, directors, employees, representatives, it's members, volunteers, and agents (individually and collectively, "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s) including death, or to property, intellectual property, or to rights of publicity or privacy, defamation, or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prizes or participation in the contest;
- that contest participant and parent/guardian will be solely responsible for any loss or damage, including, but not limited to, death or physical injury, that he/she may sustain while participating in the contest, and that by participating in the contest, he/she agrees to release, discharge, indemnify and hold harmless Ocean Fest and Tacoma Sunrise Rotary, Rotary International, any various partners & sponsors, its employees, subsidiaries and affiliated

companies, advertising and promotion agencies, and all of their respective officers, directors, representatives, agents, members and volunteers, of any and all liability for such loss, damage or death arising from or in connection with participation in this Contest, any related activities, or acceptance or use of any prize won; and

- that winners and their parent/guardian, by acceptance of prize, except where legally prohibited, grant permission for sponsors to use, in perpetuity, his/her name, picture, voice and/or likeness, biographical information and statements, school, prize information, film, poem and entry information for advertising, trade and promotional purposes without further compensation, at any times or time, in all media now known or hereafter discovered world-wide, without notice, review or approval; and
- that winners and their parent/guardian acknowledge that no representation or warranty, written or oral, express or implied, in law or in fact is made for any prize except only that which may be made for that prize in the limited written warranty, if any, provided with that prize by the manufacturer.

Signed: _____ (entrant) Date: _____

Parent name _____ (if under 18)

Parent signature: _____ (if under 18) Date: _____

PLEASE NOTE:

If the winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to return a completed and executed declaration and release as required, the prize may be forfeited and an alternate winner selected.