

# Terms and Conditions: Release Form

In consideration of my engagement as a model, upon the terms herewith stated, I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration to **the St. Thomas Economic Development Corporation** (which includes Railway City Tourism and the Small Business Enterprise Centre), legal representatives and assigns, those for whom the **St. Thomas Economic Development Corporation** is active, and those active with his/her authority and permission.

I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

By submitting your photos, videos, and stories you are agreeing to the following:

- The unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- I also permit the use of any printed material in connection therewith.
- I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- I hereby release, discharge and agree to save harmless [photographer], his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
- I hereby agree that the St. Thomas Economic Development Corporation may, at its sole discretion, publish or otherwise use any photograph, video or story submitted by myself for marketing purposes and in any publication, web site, or any social media site, without notice or permission.
- As a condition of submitting photographs/videos/stories, I (and any other individual depicted) unconditionally and irrevocably waive all claims to compensation for use of the photograph/video/story, and/or any rights with respect to such use I may have under copyright law, the right to publicity, the right to privacy, the law of defamation, and any other common law or statutory claims under the laws of any jurisdiction.
- I represent that I have been given the authority by each individual depicted in a photograph/video/story to bind such individuals to these release terms.
- I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings, and written stories.

By agreeing to these terms and conditions, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material.