WHQR Public Media Photo Usage Authorization, Release, And Waiver Of Liability

I am voluntarily submitting a photograph for consideration as a "Photo of the Week," listener engagement activities managed by WHQR Public Media. In consideration of the permission granted to me by WHQR Public Media to participate and/or have my photographic and other copyrighted materials used (hereinafter referred to, collectively, as "My Participation") as a "Photo of the Week" (the "Program")...

I hereby release WHQR, and their officers, board members, trustees, employees, and agents (hereinafter referred to, collectively, as "WHQR") from all actions, damages, or claims which I or my assigns may have against them which may be incurred as a result of My Participation in the above-described Program or the use by WHQR of any material related to My Participation.

Further, I agree to indemnify and hold harmless WHQR from any liability, loss, or expenses arising from any claim or litigation that My Participation in the Program, including my statements or actions, or material furnished by me, violated or infringed the rights of third parties.

I hereby grant to WHQR Public Media and its representatives, employees, agents, and assigns the irrevocable, in perpetuity, a non-exclusive worldwide license to unrestricted use, reproduce, and publish (in each case without payment to me) any photographs submitted for consideration as a WHQR Public Media “Photo of the Week,” videos and audio recordings of me, including my image and likeness, and my name, for website advertising and archiving, and other advertising including but not limited to posters, handbills, and press releases. All rights in such photographs, videos, and audio recordings are the property of WHQR Public Media. I authorize WHQR Public Media to obtain and hold copyrights in such Program and materials, and to edit my performance and materials in its sole discretion without inspection or approval of the finished product.

I understand that WHQR Public Media has no obligation to use a photograph I submit, and that I will receive no monetary compensation for the rights granted herein. I understand and affirm that this Authorization and Release shall be considered consent to such use by WHQR Public Media pursuant to the laws of the State of North Carolina. I hereby authorize WHQR Public Media to use recordings and materials containing my name, voice, photograph, likeness, performance, and/or biography in any medium, including but not limited to
printed materials, radio, television, online podcasts, video podcasts, WHQR.org, social media, YouTube, and online streaming.

I assure that I am at least 18 years of age, that I am the owner of the submitted photograph or have the rights to share it, and that I have read this Performance Authorization, Release, and Waiver of Liability and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

IF PARTICIPANT IS LESS THAN 18 YEARS OF AGE:

I (a) am the parent or legal guardian of the minor participant; (b) have read and understand the foregoing agreement; (c) am and will be legally responsible for the obligations of the minor participant as described in this agreement; and (d) agree, for myself and the minor participant, to be bound by its terms.