

HP150 LOGO DESIGN RELEASE AND WAIVER

The City of Highland Park, Illinois (the "City") has solicited photographs and logo designs for use in its sesquicentennial celebrations in 2019. In return for the possible selection of my photograph(s) and logo design(s) as official insignia of such celebrations, and other good and valuable consideration, I grant to the City, and its assigns, licensees and successors, the irrevocable right to use, re-use, exhibit, distribute and otherwise promote my name, photograph, and logo design, in any and all manner, media or formats now known or hereafter devised, including posting on the Internet website of the City, or in connection with the City's social media sites, including Facebook, Twitter and any other sites, in whole or in part, as edited and otherwise altered at the sole discretion of the City, its licensees or assigns, throughout the world, in perpetuity, in connection with advertisements, brochures, websites, marketing and promotional materials (the "Materials").

I acknowledge that I am the owner of the photograph(s) and logo design(s) submitted to the City, and that the City will be the owner of the Materials and all uses and rights thereto for all purposes, and that I have no rights to the Materials or the City's uses and no right to receive any compensation or consideration for any uses by the City. Nothing herein obligates the City to use any of the rights set forth herein.

I agree to indemnify and hold harmless the City 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 City from any and all claims arising out of the use of my name, photograph, or logo design, including, but not limited to, claims for blurring 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 agreement. 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 EXECUTE THIS RELEASE.

I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER.

Dated: _____

Signature: _____

Print Name: _____

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

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 City from and against any and all liability arising out of the exercise of the rights granted by the above Release and Waiver.

Signature: _____

Print Name: _____

Date: _____