

**RELEASE AND WAIVER**

The City of Highland Park, Illinois (the “**City**”) has requested that photographers forward photographs (“**Photographs**”) for use on the City’s Internet website, the City’s social media sites, including Facebook, Twitter and any other sites and the City’s marketing materials (together, the “**Materials**”). In return for having the Photographs published in the Materials and for other valuable consideration received, I grant to the City, its assigns, licensees and successors, the irrevocable right to use, re-use, adapt, modify, exhibit, distribute and otherwise exploit, my name, likeness, image and Photographs, in any and all manner, media or formats now known or hereafter devised, in the Materials, 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.

I acknowledge that I am and will remain the owner of the Materials and further that I created the Photographs and am able to grant the rights to the City which are being granted hereunder. Nothing herein obligates the City to use my Photographs or 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, likeness, image, Photograph, 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 release and waiver. 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 ALSO EXECUTE THIS RELEASE.

I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**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.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

#28805298\_v1