

## **COPYRIGHT RELEASE**

THIS AGREEMENT is made by and between Spina Bifida Association of America, having an address of 1600 Wilson Blvd #800, Arlington, VA 22209 (hereinafter referred to as "SBA") and you, the entrant (hereinafter referred to as the "Author").

WHEREAS, Author, a person over the age of majority, is the author, creator, originator, and owner of an original artistic design (hereinafter referred to as the "Work") submitted for the Walk-N-Roll T-Shirt Design Contest (hereinafter referred to as the "Contest");

WHEREAS, SBA has requested submission of original works of authorship in the form of original designs for a T-shirt, to be used in connection with the Contest;

WHEREAS, the rules and conditions for submission for the Work in the Contest require that the full right and title to the Work, including, but not limited to, the exclusive rights associated with the Work, be transferred to the SBA upon submission of the Work for inclusion in the Contest; and

WHEREAS, Author has submitted or hereby submits the Work for inclusion in the Contest;

NOW THEREFORE, with the intent to be legally bound, SBA and Author hereby agree as follows:

1. In consideration for being an active participant and possible winner of the Contest, Author hereby assigns to SBA the entire right, title and interest in and to all copyrights in and for the Work and agrees to execute whatever assignment of copyright and ancillary and confirmatory documents as may be required or appropriate to transfer exclusive title in the Work and any copyright in it to the SBA. Author shall execute all documents and do all things necessary or proper to give full effect to the provisions of this section. In addition, Author hereby agrees to provide SBA with all original artwork from which the Work is derived. Author expressly acknowledges and agrees that execution of this Agreement does not guarantee Author as a finalist or winner of the Contest.
2. This assignment includes assignment of all the exclusive rights recited in Title 17, Section 16 of the United States Code, including, without limitation, the right to register claims for copyrights in the Work in the name of the SBA, the right to reproduce the Work in copies, the right to prepare derivative works based upon the Work, the right to distribute copies of the Work to the public by sale or transfer, or by rental, lease, or lending, the right to publicly perform the Work, and the right to make audio or visual works incorporating or otherwise making use of the Work, as well as the right to authorize others to do any of these acts.
3. Author warrants and represents that Author is the author, originator, creator, and owner of all rights, including without limitation all copyrights to the Work, and has full authority under the law to make the assignment of rights as identified herein. Author warrants that the Work does not knowingly contain any materials, designs or elements owned by any third parties. By executing the Agreement, the Author confirms that the designs and/or verbiage submitted for the Contest is original and not copied from another source. Subject to the rules of the Contest, designs may include SBA-owned marks, but may not contain any alterations to said marks. Author hereby indemnifies SBA, its officers, directors, employees,

agents, and independent contractors from any and all claims, demands, or causes of action that any third party may have against SBA, its officers, directors, employees, agents, and independent contractors, whether for copyright infringement, personal injury or loss, violation of any privacy, or any other matter arising out of or in any manner connected with the Work and Author's participation in the Contest.

4. Author hereby releases, discharges, and holds harmless SBA, its officers, directors, employees, agents, and independent contractors from any and all claims, demands, or causes of action that Author, Author's heirs, executors, or administrators may have against SBA, its officers, directors, employees, agents, and independent contractors, whether for personal injury or loss, violation of any privacy, or any other matter arising out of or in any manner connected with Author's participation in the Contest. Author's submission of the Work in the Contest constitutes Author's permission to use Author's name, photograph, voice, likeness and background information (as provided by Author to SBA) in any and all print, radio, and television commercials, in website promotions, in print and electronic media designed, developed, endorsed (if applicable) or authorized by SBA, and for any other promotional purposes related to SBA, unless prohibited by law.

6. Author recognizes that his/her entry may be similar to, resemble, or be competitive with entries submitted by others. By submitting an entry, Author acknowledges that he/she understands and agrees that the SBA's use of a design or designs containing features, ideas, material and/or elements similar to or identical with those contained in Author's entry shall not entitle Author to any recognition or compensation whatsoever. As an inducement to the SBA to accept Author's entry, Author hereby waives any claim or right of action against the SBA in connection with the SBA's use of any other entrants' designs (or any portions thereof) whether or not such designs contain any features, ideas, material, and/or elements similar or identical to those contained in Author's entry.

7. The SBA is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing, or judging of entries.

8. The SBA reserves the right to cancel, terminate, modify, or suspend this project due to any of the following: an act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; the recapture of any time period scheduled for the live broadcast of a program for an event of national importance or emergency; failure of technical facilities; failure of essential production, or technical personnel to appear or be available for production or broadcast; or other cause beyond its control.

9. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be bound hereby, the Author has executed and dated the Agreement as of the date noted below.

Author's Printed Name: \_\_\_\_\_

Author's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Information:

E-Mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_