



WAIVER OF RIGHTS AND RELEASE AGREEMENT

Name: _____

Address: _____

Phone Number: _____ Email: _____

I acknowledge and understand that my photograph, a copy of which is attached hereto, (hereinafter the "Photograph") was selected to be displayed on the website created and maintained by the City of Capitola ("City" and "Website") Website.

I agree to provide the City with copies of the original digital files of the Photograph for use by the City. I agree that the City may alter the Photograph in any way, including by "cropping" or otherwise manipulating the Photograph, to fit within any dimensions required for the City's use.

I understand that I will retain ownership and any copyright of the Photograph, but I expressly grant to the City a royalty-free, perpetual, irrevocable, transferrable, license to use the Photograph for any lawful purpose, including without limitation, commercial uses or granting sublicenses of the Photograph. I agree this license includes the right to use the Photograph in connection with promoting the City and raising funds for use by the City and to make the Photograph available to other companies, organizations or individuals who partner with the City for the publication, sale, distribution, or other forms of use of the Photograph. I agree that the City has the right at any time to change, modify or delete the Photograph from the Website. I represent and warrant that the Photograph is original, and that I am the sole photographer of the Photograph.

I waive any and all rights I may have with respect to the Photograph pursuant to the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state, federal, international, or trademark laws that convey any rights of attribution or integrity I may have with respect to the Photograph. I agree to release the City from and against, and defend, indemnify and hold the City harmless, from all liability including but not limited to copyright infringement claims, arising out this Agreement or the City's use of Photograph.

Signature: _____

Date: _____