

PHOTOGRAPHY APPLICATION

Name of Photographer:

Address of Photographer: .

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Driver's License Number:

1. Nature of Photographer's connection with the Club:

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2. Purpose of Request for photography authorisation:

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3. Agreement as to Intellectual Property:

- 3.1 In consideration for authorised access to record photographic images of the participating members of the Club, the Photographer acknowledges that all ownership and intellectual property rights in the images taken by the Photographer vests upon its creation jointly in the Club and the parents of the member of the club whose image is recorded.
- 3.2 The Photographer must, at the Photographer's own cost, do all things necessary to vest ownership and title of the intellectual property in the photo images, in the Club and the parents of the member of the club whose image is recorded.
- 3.3 The Photographer must ensure that all releases, license fees and/or consents applicable by law are paid and/or obtained from the Club and the member of the Club; in writing in advance prior to any reproduction, adaptation or use of any intellectual property necessary by the Photographer in the publication of any such photographic images.
- 3.4 If the Photographer wishes to publish any such photographic images in any publication, or on any website, the Photographer must first obtain the written consent of the Club and disclose in writing to the Club the name, location, type and extent of use of the proposed usage of the photographic images.
- 3.5 The Photographer must make and keep proper records in accordance of all photo images made by the Photographer and the location of them at all times.
- 3.6 The Photographer must ensure that the images are used, copied or reproduced only for the limited purposes stated in this Agreement and only with the prior written approval of the Club. Whilst the Club will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate, especially for the members of its Club, who the Photographer acknowledges are minors.

- 3.7 Use of the intellectual property may be made by the Club for purposes including advertising, promotion and development purposes.
- 3.8 The Photographer shall ensure that all information and images will be securely stored.
- 3.9 The Photographer will ensure that where the images have not been used within 12 months of the date of the creation of the images, all such images will be destroyed.

Indemnity:

- 4.1 The Photographer and any successors and assignees, will indemnify and keep indemnified the Club and its officers from and against all actions, claims, suits, demands, costs including legal costs, expenses and damages which arise from any Act or omission of the Photographer or any representative, agent, sub-contractor or the like, including but not limited to any claim for damages by a third party or a member of the Club against the Club, arising from the use or mis-use of any photo images taken by the Photographer.

Signature of the Photographer: Date:

Signature of Club Official: Printed Name:

Of Club