



"Folsom Focus"
Folsom's First Photography Contest

Affidavit of Eligibility and Liability/Publicity Release

**Sponsored by Folsom Patrons of the Arts
Funded in part by the Cultural Arts Grant Program of the City of Folsom's Arts and
Cultural Commission**

STATE OF California, COUNTY OF Sacramento I, _____, being duly sworn, say that I am of legal age in my home territory or older and I reside at_____. My daytime telephone number is_____ and my evening telephone number is_____.

I am submitting this Affidavit of Eligibility and Liability/Publicity Release ("Affidavit/Release") to the Folsom Patron of the Arts (FPA), with the understanding that it will be relied upon by FPA in connection with my having been awarded, subject to eligibility, the Grand Prize in Folsom's First Photography Contest (the "Contest"), as such Prize is described in the Contest's Official Rules (attached hereto).

1. I hereby represent and affirm that I have read, have complied with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Official Rules; that all of the information I have provided and will provide to the FPA has been and will be true, accurate, and complete; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest; and that I have not sought to influence the outcome of the Contest other than by participating in the Contest as expressly permitted in the Official Rules. I further represent that I am neither an employee or agent of any of the FPA nor the immediate family member (spouse, mother, father, sister, brother, daughter, or son) or member of the same household (whether related or not) of any such employee or agent, and that I have not participated in the Contest on behalf of any such employee or agent.
2. I understand that FPA or their agents may be required to advise the United States Internal Revenue Service of the value of the Prize awarded to me in the form of a Form 1099, and, in connection therewith, I have attached to this Affidavit a completed Form W-9 concerning the Prize.
3. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, AND ANY OTHER PERSON(S) WHO MAY TAKE BY OR THROUGH ME, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE FPA AND ALL OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AND ADVISORS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT



LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, "MORAL RIGHTS," OR DEFAMATION, AND ANY AND ALL ANY TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE CONTEST, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.

4. I further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that I may have with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that: *A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.* I have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotions in the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.
5. I hereby irrevocably grant to the FPA, and those acting with their authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements, and Contest entry, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me or of such materials (the foregoing, collectively, the "Content"), without further compensation, consideration, or notice or permission to me or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any Partner (or its designee)'s advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities, or materials.
6. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant, unencumbered, the rights and licenses granted in Section 5 of this Affidavit/Release. I further acknowledge and agree that no Contest Entity or third party shall be obligated to exercise any of the rights or licenses granted under Section 5 of this Affidavit/Release.
7. I acknowledge and agree that the Contest, this Affidavit/Release, and the parties' respective rights and obligations in connection herewith, will be governed and construed under the laws of the State of California, without application of its conflict



of laws principles. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing; provided, however, that each side shall bear its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time.

8. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Contest. I agree to return immediately upon demand to FPA the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.
9. I represent and affirm that this Affidavit does not conflict with any other commitments or obligations on my part. I agree that this Affidavit supersedes all prior negotiations and understandings between myself and the Sponsor relating to the rights granted herein and no provision of this Affidavit can be modified by any other instrument or document unless in writing and signed by me and the Sponsor. I (my parent/legal guardian if I am from a State/Province that deems me to be a minor) have been given a full opportunity to review and analyze this Affidavit/Release as well as the promotions in the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly.
10. I acknowledge that I have the permission of any identifiable person in my contest entry.

Name: _____ Date: _____

Signature: _____

Signature of parent or legal guardian if above signatory is under legal age:

Parent or legal guardian if above signatory is under legal age (PRINT NAME):
