

# ABHA Photography Release Agreement

The American Blazer Horse Association (ABHA) welcomes submissions of photographs subject to the terms and conditions below, for use in a variety of materials, print and electronic, published by the ABHA. The kinds of published materials include but are not limited to magazines, catalogs, newsletters, advertisements, flyers, brochures and other marketing materials.

Photographs may be submitted to the American Blazer Horse Association if:

The photographer is you, or a member of your immediate family who gives all rights in the photo to you; and For clearly recognizable people in the photograph (subjects), you have the legally-valid written consent of each subject (also called a “model release”), or if any subject is a minor the legally-valid written consent of a parent or guardian having legal custody, to submit the photo for unrestricted commercial publication and use without any rights to approve publication and use. For your own minor children, your submitting a photograph of them under the terms of this Photography Submission Policy constitutes a model release for them.

## Terms and Conditions

Prior to and as a condition of submitting a photograph to ABHA, you agree to the following Terms & Conditions and represent the same to the ABHA as true:

1. You own the complete copyright to the photograph.
2. You grant a perpetual, irrevocable, royalty- and payment-free, non-exclusive, worldwide license to the American Blazer Horse Association, to use and reuse, and/or publish and republish, the photograph in any media, print or electronic, for any purpose whatsoever including use in commercial publications or advertisements and for any eventual use to which it may be applied.
3. You permit the ABHA, in their complete and exclusive discretion, to alter the photograph in any way and to create derivative works from it including but not limited to incorporating the photograph into works of graphical art.
4. You waive any right to inspect, approve or otherwise control in any way the uses of the photograph, or the artwork, magazines, catalogs, newsletters, advertisements, flyers, brochures, advertising copy or other marketing collateral or works or publications of whatever kind which may incorporate the photograph.
5. For any person who is clearly recognizable in the photograph (a “Subject”) you have the legally-valid written consent of each Subject (also called a “model release”), or if any Subject is a minor the legally-valid written consent of a parent or guardian having legal custody, to submit the photo for unrestricted commercial publication and use without any rights whatsoever to approve or control the manner or timing of publication and use. (A document which meets the American Blazer Horse Association’s purposes in this paragraph is available from the ABHA (“Photography Model Release Agreement”), on the express understanding that you will not be or act as an agent for the American Blazer Horse Association, and that the provision of this form by the ABHA is not, nor is a substitute for, legal advice.)
6. You indemnify and agree to hold harmless the ABHA from any third party claims, actions or legitimate demands resulting from any breach by you of these Terms and Conditions.
7. You receive good, valuable and adequate consideration for your agreement to these Terms and Conditions from, among other things, your interest in having your photograph professionally published by the American Blazer Horse Association and the value to you provided by the possibility of such publication on these Terms and Conditions.

# ABHA Photography Model Release Agreement

Photographer name: \_\_\_\_\_

Model name: \_\_\_\_\_

If model is under 18 years of age, name of a parent or guardian having legal custody:

\_\_\_\_\_

The above-named model, or if the model is under 18 years of age, a parent or guardian having legal custody of the above-named model, hereby gives the photographer, and the American Blazer Horse Association, the right and permission to copyright and use and reuse, and/or publish and republish, photographic pictures or portraits of the model, including those in which the photograph is subject to processing, in conjunction with the model's own or a fictitious name, on photographic reproductions made through any media, print or electronic, for any purpose whatsoever including use in commercial publications or advertisements for any eventual use to which it may be applied. The above-named model, or if the model is under 18 years of age, a parent or guardian having legal custody of the above-named model, hereby waives any right to inspect, approve or otherwise control in any way the finished photograph or the artwork, books, magazines, instructional guides, catalogs, newsletters, advertisements, flyers, brochures, advertising copy or other marketing collateral or works or publications of whatever kind or nature which may incorporate the photograph. The above-named model, or if the model is under 18 years of age, a parent or guardian having legal custody of the above-named model, agrees that good, valuable and adequate consideration is received for this Photography Model Release Agreement from the right given by photographer to receive one free copy of any photographs taken of the model by photographer. The copy of the photograph is for the use of the model (or parent/ guardian) only, and no copyright or commercial rights are conferred. Signature of above-named model, or if the model is under 18 years of age, signature of a parent or guardian having legal custody of the above-named model:

\_\_\_\_\_

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