



American Blazer Horse Association, Inc.

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www.BlazerHorse.com

Established & Incorporated 2006

ABHA Photography Release Agreement

The American Blazer Horse Association (ABHA) welcomes the submission 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 published by the ABHA.

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

- 1) The photographer is you, or a member of your immediate family who gives all rights of the photo to you; and
- 2) For clearly recognizable people in the photograph (“Subjects”), you have the legally-valid written consent of each subject (also called a “model release”); and
- 3) For any subject in the photograph that is a minor, you have the legally-valid written consent of a parent (or guardian having legal custody) to submit the photo for unrestricted commercial publication and use of the photograph, waiving any rights to approve publication and use; and
- 4) For your own minor children, you are submitting a photograph of them under the terms of this Photography Release Agreement, which constitutes a “model release” for them.

Terms and Conditions

Prior to and as a condition of submitting a photograph to the 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, produced by the ABHA for any purpose whatsoever, including use in commercial publications or advertisements and for any eventual use to which it may be applied on behalf of the ABHA.
- 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 for the benefit of the ABHA.
- 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 for the benefit of the ABHA.
- 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 you have the legally-valid written consent of a parent (or guardian having legal custody) to submit the photo for unrestricted commercial publication and use, waiving any rights whatsoever to approve or control the manner or timing of publication and use on behalf of the ABHA.
 - (A document which meets the American Blazer Horse Association’s purposes in this paragraph is available from the ABHA (“ABHA Photographer and 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 it 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 Photographer and 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, use and reuse, and/or publish and republish on behalf of and for the benefit of the ABHA, any submitted 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 on behalf of the ABHA.

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 for the benefit of the ABHA

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 Photographer and Model Release Agreement from the right given by said photographer and the ABHA to receive one free copy of any photograph taken of the model by the 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. By signing this Release as the model, or if the model is under 18 years of age, as the parent (or guardian having legal custody) of said model, you agree to the Terms & Conditions between you and the photographer on behalf of the ABHA as stated in this written form:

Date: _____

Signature of above-named photographer. By signing this Release as said photographer, you agree to the Terms & Conditions between you and the above-named model (or their legal representative) on behalf of the ABHA as stated in this written form. And, as said photographer, you agree to the rights granted to the ABHA as stated in this written form.

Date: _____

This completed and signed form is required with all accompanying photographs submitted to the ABHA; please send all photos and documents to the ABHA address listed on page 1 of this form.