

**NJSCA/ Atlantic County Grant: Year \_\_\_\_\_ Organization: \_\_\_\_\_**

*The New Jersey State Council on the Arts now requires the ACOCHA to provide photographs from regrantee activities, documenting how the regrantee's activities are benefiting New Jersey, its residents, and/or artists that are funded by the Local Arts Program grant. Each applicant must provide 2 photographs of an event funded by the Local Arts Program grant during the grant funded year. Each person in the photograph should sign a release form, which will allow NJSCA to publish the image if it chooses to. Extra release forms will be provided with your grant agreement and award package. Keep these on hand throughout the grant cycle and remember to use them when you photograph funded programs required for submission with final report.*

## **Release & Consent to Use Of Photographs**

1. \_\_\_\_\_ is referred to as "I", and the Releasor. The County of Atlantic, Atlantic County Cultural & Heritage Office, and, State of New Jersey, and New Jersey State Council on the Arts, are referred to as "You" the Releasee. The photographs which are the subject of this Release are referred to as the "Photographs" and are attached to this Release and briefly described on and attached sheet of paper.
2. **Certification.** I certify that I, who has supplied the Photographs to You, have the right to consent to your use of the Photographs as provided in this Release without violating the copyright, property rights or privacy rights of any person or entity. I hereby certify that I informed all persons depicted in the Photographs of their purpose, and they granted and I received permission to use their images and I will hold myself accountable, holding Atlantic County Cultural & Heritage Office harmless from any claims for damages.
3. **Release.** I release and give up any and all claims and rights which I may have against You resulting from your use, re-use, publication, and republication of the Photographs or reproductions thereof in color or otherwise, including any photographic image, trademark, and/or trade name depicted in the Photographs, made through any medium, and reproduced, published or distributed in whole, or in part, or composite, or distorted in character, in any and all media, now or hereafter, for illustration, promotion, advertising, trade or any other purpose whatsoever, including without limitation and claims for damages.
4. **Consent/License.** I hereby grant to You the right to copyright the Photographs in your name. Or the right to use the Photographs with appropriate copyright attribution to copyright holder. If copyright attribution varies, attach a numbered list of photographs showing the appropriate attributions. I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other printed matter that may be used in connection with the Photographs, or the use to which you may apply them.
5. **Consideration.** I agree to waive any right to or accept whatever tangible or intangible benefit may result from your use of the Photographs. I agree that You are under no obligation to use the Photographs for any purpose whatsoever, and that I will not seek anything further including any payment from You.
6. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my assigns, my heirs or the executor of my estate, is also bound. This Release is made for your benefit, the benefit of your agents, and all who succeed to your rights and responsibilities, such as any county agency, state agency, or instrumentality, which is your statutory predecessor and /or successor.
7. **Signatures.** I understand and agree to the terms of this Release. I certify that all foregoing statements made by me are true. I certify that I recognize this as a legal and binding document.

### **Witnessed or Attested by: Releasor**

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

Print Names & Address: \_\_\_\_\_

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