

State Form

MISS OHIO HIGH SCHOOL AMERICA PAGEANT

Form G

Whereas, Photographer has been commissioned by (name of contestant and or state pageant) \_\_\_\_\_ to take photographs and/or video of her in connection with the participation as a contestant in the above mentioned Miss Ohio High School America Pageant (all hereinafter referred to singularly and/or inclusively as the "Pageant"); and

Whereas, Pursuant to an agreement between contestant \_\_\_\_\_ have waived all rights in and to the use of their names and likeness in connection with the Pageant and any commercial activity emanating there from:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Photographer hereby assigned to the Miss Ohio High School America Pageant all rights, titles, and interest worldwide in and to the photographs of the Pageant contestants, including the copyright as co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, the Pageant shall have all rights of ownership in and to the photographs, including, but not limited to, the right to reproduce, display and distribute them in any medium at Miss Ohio High School America's sole discretion and to incorporate them in any work or to make derivative works from them. Photographer acknowledges that the photographs may be incorporated into commercial works or merchandise, publicity materials, posters, brochures or other materials or uses which the Pageant in its sole discretion shall deem appropriate. Photographer agrees that the Miss Ohio High School America Pageant does not require the consent of the photographer to make any such use.
2. Photographer shall not assert any claim of moral rights (droit moral) in connection with the photographs. Notwithstanding the foregoing, the Pageant shall, if possible, provide bylines or give credit to the Photographer when use of the photographs is made. However, the failure of the Pageant to credit the Photographer shall not be a violation of this agreement.
3. This agreement shall be binding, valid and enforceable against, and the benefits thereof shall ensure to the parties' Successors, licensees, assigns, and parties in privity with them.

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

Photographer

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Contestant

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, personally appeared (photographer) \_\_\_\_\_ who I am satisfied, is the Photographer named in and who executed the within instrument, and thereupon she/he acknowledged that she/he signed, sealed, and delivered the same as his/her act and deed, for the uses and purposes therein expresses.

Notary Public, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL