

Release Form – General Provisions

1. Overview: Original art work (“Work”) will be submitted by entrants (“Entrants”), to the Coastal America Partnership and its National Coordinating Office (“CA”) as part of the Coastal America Regional and National Ocean Art Contest (“Contest”), with accompanying forms, including this Release and Entry Form (“Release”) prepared and signed pursuant to the age requirements set out above, which require that if an Entrant is under the age of 18, the Release must be signed by Entrant and Entrant’s parent or legal guardian (Signatories).

CA, any participating Coastal Ecosystem Learning Center (“CELC”), or any CA or CELC designated entity or individual will have the right to make a digital copy and all other forms of reproduction of the Work. CA will retain custody of the original Work for the duration of the Contest. At the conclusion of the Contest, Entrants may have the original of the Work returned to them, at their request and expense.

CA retains complete ownership and rights to the digital images and any other reproductions of the Work. By entering this contest, Entrants and Signatories agree to grant full and unrestricted permission of the use of digital or other reproductions of the Work in all promotional, marketing, sales, and related activities by CA, CELCs, or any other affiliated agencies, public and private organizations, and individuals. By entering this contest, Entrants and Signatories also agree to grant full and unrestricted permission of the use of the original Work while in the possession of CA, CELCs, or any other affiliated agencies, public and private organizations, and individuals, for all promotional, marketing, sales, and related activities by CA, CELCs, or any other affiliated agencies, public and private organizations, and individuals.

2. License: By signing the Release, Entrant and Signatories hereby grant to CA a lifelong, paid-up, worldwide, exclusive license to reproduce, use for promotional, marketing, sales, programmatic and all other related activities and purposes, and further disseminate the Work in all media now existing or to be created in the future, including the use of the Work on the Internet. This license includes the right to sub-license the Work to public and private entities selected by CA. CA agrees that it shall appropriately credit the Entrant when the Work is used by CA for the purposes set out above.

3. Warranties: By signing the Release, Entrant and Signatories warrant that they are qualified to grant this license, being the creator of the Work, or the creator's parent or legal guardian. They further represent and warrant that they are the sole copyright holder for the Work, if any such copyright exists, and that they have the right and power to enter into this agreement. Entrant and Signatories further warrant that they have obtained releases from any individuals that might appear within the Work, or whose work might appear within this Work, or their legal guardians or authorized representatives, as appropriate. Entrant and Signatories further understand that CA will not nor has any obligation to compensate them in any way or pay them in any manner for using the Work.

4. Indemnification: By signing the Release, Entrant and Signatories hereby indemnify and hold harmless CA, CELCs, and CA and CELCs employees, agents, and contractors, against any and all claims, actions or damages (including attorney's reasonable fees) asserted by or paid to any party on account of a breach or alleged breach of the above warranties.

5. Notice: By signing the Release, Entrant and Signatories may communicate with the CELC to which they sent the Work and make arrangements to collect the original of the Work at the completion of the Contest. Such request must be made in accordance with any requirements for entries set out by the CELC to which the Entrant submitted their Work. If the Entrant does not communicate with the CELC prior to the time that the CELC or CA have no more need to maintain possession of the work, whenever that time shall be, or does not collect the Work through the means and time agreed to with the CELC, the CELC and all other affiliated entities shall have no obligation to continue to store the original of the Work and can choose to dispose of it in any way they see fit.

For Work that is sent by a CELC to Washington, D.C, for the national leg of the Contest or for any other reason, Entrant and Signatories understand that they will be given e-mail notification (“Notification”) by CA of when CA and the CELCs no longer need to maintain possession of the original of the Work, if correct e-mail information was provided by the Entrant in accordance with the Contest guidelines posted at www.coastalamerica.gov. CA will be responsible for sending the original of the Work to such Entrant at CA’s expense if CA receives appropriate mailing information within 30 days of the Notification. After the 30 day period has expired from the date of Notification, CA will have the right to dispose of the original of the Work in any way it sees fit.

Entrant signature

Parent or Guardian (if entrant is under the age of 18)

Date

Date



Coastal America Ocean Art Contest

The following information and a **narrative, not to exceed 150 words**, explaining the ocean literacy principle represented by the art work must accompany each submission.

Student's name: _____

Ocean Literacy Principle: _____

Grade: _____

School: _____

Teacher's Name: _____

Address: _____

Email: _____



A complimentary Aquarium ticket will be given as recognition of each submission to the contest.

Submissions are limited to one per person.

Regional winners will be notified by June 30, 2008. Art work not advancing to the national competition will be available for pick-up at the Aquarium of the Pacific from July 1-11, 2008.

Ownership rights in any art work which is submitted to the Art contest shall be in accordance with the ownership provisions of the contest, found at: www.CoastalAmerica.gov.

