

Waiver

MY PROMISE TO PITTSBURGH CONTEST GENERAL RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT

In order for entries to be included in this contest, each submission must be accompanied by this General Release of Liability, Indemnification and Consent Form acknowledging the Entrant's acceptance and understanding of the complete contest rules.

1. Entries must be a unique and original work by the Entrant, and shall not infringe upon other intellectual property rights, including but not limited to, trademarked or copyrighted material. Additionally, by signing this waiver, the Entrant agrees to relinquish all intellectual and physical ownership of the "Entry" (which shall include essays, photographs, or video). If individuals are used in photographs or videos, Entrant represents that he/she has obtained the written permission and release of such model to include such likeness in the Entry. Winning entries will require the additional submission of model releases to the City as applicable. All submissions shall become the property of the City of Pittsburgh (the "City") and shall not be returned.

2. By signing this waiver form, the Entrant agrees to release and forever discharge, save harmless and indemnify the City, its elected officials, officers, employees, agents and contractors, from and against, any loss of, or damage to, losses, actions, claims, causes of action, damages, both direct or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained and brought by any party against any party in relation to or in connection with the Entrant's submission of an Entry to the contest, including that which has been caused or contributed to submission by the Entrant of any and all Entry material to which the Entrant does not hold any and all rights to, or violation of any trademark or copyright resulting from the City's use of the entry material. **This release and indemnification is intended to remain valid in perpetuity and shall include all possible claims of negligence that could be asserted against the City, and its agents, by any entity.**

3. Entrant further acknowledges and agrees that City, its officials, employees, representatives and agents shall have no responsibility or liability (including without limitation any duty to inquire) in connection with use of the copyrights of the entry and/or payment of royalties for copying, reproduction, and shall have no duty or obligation to defend or otherwise protect the copyright(s) for the entry and/or any portion thereof against use by third parties.

4. Entrant understands that the contest prize set forth in the Contest Rules is the only value that a winner will receive. The prize is not redeemable in cash and must be accepted as awarded. Any winner must provide the City with valid identification. Failure to provide such identification will result in forfeiture of the prize.

5. The Entrant agrees that if he/she is a winner, he/she agrees to allow his/her name to be used for promotional purposes without compensation. Should he/she be a winner, the Entrant grants the City of Pittsburgh exclusive and irrevocable consent in perpetuity to the use of this contest entry material in any and all applications, including but not limited to advertising, commercials, promotions, stories, text, articles, illustrations, copy, and commercial exploitation, in any and all media forms at any time without further knowledge or consent of Entrant. I also understand that the Entry may be edited at the City's discretion.

6. I, the undersigned, have read the General Contest Rules, understand them, and agree to be bound by them in full. I certify that my Entry and all artwork and/or design that I have provided is my original work and has not been copied from any other source. I understand that the City of Pittsburgh is not responsible for loss or damage to my artwork and/or design. I grant to the City of Pittsburgh, and its designees, the exclusive right to copyright, trademark and otherwise use my artwork and/or design in any manner that it deems fit, including but not limited to reproduction and promotional purposes. I agree that I will not receive any compensation or value, other than that stated in the Contest Rules for my work if I am selected to be a winner.

I hereby submit the entry in accordance with the Contest Rules and I further agree to and give my consent to the above stated General Release, Indemnification and Consent.

Circle One: Official Group Member / Participant in Entry Only
 Name : _____

 Signature

 Date

Address: _____

Phone Number (Daytime): _____

If the Entrant is under 18 years old, parents and/or legal guardians must also complete the remainder of this form:

<p>THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTANDS IT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE IS/ARE THE CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) OF THE MINOR CHILD NAMED BELOW. THE UNDERSIGNED CONSENTS TO THE TERMS AND CONDITIONS AS STATED IN THE RELEASE AND WAIVER ON BEHALF OF HIS OR HER MINOR CHILD. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE OR SHE HAS THE LEGAL AUTHORITY TO GRANT SUCH CONSENT.</p>	
Print Name of Minor Child/Entrant	
Signature of Parent or Legal Guardian	
Print Name of Parent or Legal Guardian	
Print Name of Parent or Legal Guardian (if more than one)	
Date	
Witness	
