



91.3 WUKY PHOTO USAGE AUTHORIZATION, RELEASE, AND WAIVER OF LIABILITY

I am voluntarily submitting a photograph for consideration as a “Photo of the Week,” a listener engagement activity managed by 91.3 WUKY, an operating unit of the University of Kentucky. In consideration of the permission granted to me by 91.3 WUKY to participate and/or have my photographic and other copyrighted materials used (hereinafter referred to, collectively, as “My Participation”) as a “Photo of the Week” (the “Program”).

I hereby release the University of Kentucky, 91.3 WUKY, and their officers, trustees, employees and agents (hereinafter referred to, collectively, as “UK”) from all actions, damages, or claims which I or my assigns may have against them which may be incurred as a result of My Participation in the above described Program or the use by UK of any material related to My Participation.

Further, I agree to indemnify and hold harmless UK from any liability, loss or expenses arising from any claim of litigation that My Participation in the Program—including my statements or actions, or material furnished by me—violated or infringed the rights of third parties.

I hereby grant to 91.3 WUKY and its representatives, employees, agents and assigns the irrevocable and unrestricted right to use, reproduce, and publish (in each case without payment to me) any photographs submitted for consideration as a 91.3 WUKY “Photo of the Week,” videos and audio recordings of me, including my image and likeness, and my name, for website advertising and archiving, and other advertising including but not limited to posters, handbills, and press releases. All rights in such photographs, videos, and audio recordings are the property of 91.3 WUKY. I authorize 91.3 WUKY to obtain and hold copyrights in such Program and materials, and to edit my performance and materials in its sole discretion.

I understand that 91.3 WUKY has no obligation to use a photograph I submit, and that I will receive no monetary compensation for the rights granted herein. I understand and affirm that this Authorization and Release shall be considered consent to such use by 91.3 WUKY and the University of Kentucky pursuant to the laws of the Commonwealth of Kentucky. I hereby authorize 91.3 WUKY to use recordings and materials containing my name, voice, photograph, likeness, performance, and/or biography in any medium, including but not limited to radio, television, online podcasts, video podcasts, WUKY.org, social media, YouTube, and online streaming. I also grant permission for said recordings and materials to be distributed to 91.3 WUKY’s affiliated organizations such as PRX (the Public Radio Exchange) and NPR for national broadcast or other use.

I assure that I am at least 18 years of age, that I am the owner of the submitted photograph or have the rights to share it, and that I have read this Photo Usage Authorization, Release, and Waiver of Liability and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

IF PARTICIPANT IS LESS THAN 18 YEARS OF AGE: I (a) am the parent or legal guardian of the minor participant; (b) have read and understand the foregoing agreement; (c) am and will be legally responsible for the obligations of the minor participant as described in this agreement; and (d) agree, for myself and the minor participant, to be bound by its terms.

Signature Required: _____ Date: _____