

Release for Use of Digital Art Work

The EveryLife Foundation for Rare Diseases (the “Company”), through its *Rare Artist* program, holds an annual Rare Artist contest (the “Contest”). The art work is submitted through digital files to the Rare Artist Facebook Fan Page. By this release agreement (the “Release”), the artist (the “Artist”) grants to Company certain rights in and to the digital work contributed, by Artist, for submission to the Contest (collectively the “Work”).

For good and valuable consideration herein acknowledged as received, the Artist, being the legal owner of, or having the legal right to permit the taking and use of the Work, or the Artist’s legal representative assigns to the Company the right to use the Work in advertising, trade, or for any other legal purpose. Copyright ownership remains with the Artist, and at all relevant times the Work will be attributed to the Artist.

The Artist further grants to Company the nonexclusive right to create a derivative product based on the Work, including but not limited to eBooks, front covers, reproduced prints, digital downloads, video compilations, and the right to assign, sublicense, transfer, grant the same rights to others. The Artist waives any right it may have to inspect or approve the finished product or products, inspect or approve any advertising material used to promote the Work and the Contest, or any approval rights over how the Work is to be used.

The Artist hereby releases, discharges, and agrees to hold harmless the Company, its legal representatives, successors, agents, assigns, and all persons acting under its permission or authority, or those for whom it is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite or derivative form, whether intentional or otherwise, that may occur or be produced in using the Work, including subsequent reproducing, transforming, processing, or publication of the Work.

The Artist hereby warrants that he/she is of the age of majority and has every right to contract in its own name. If the Artist is not of the age of majority, the Artist’s parent or legal guardian (the “Parent”), being of the age of majority, hereby expressly and explicitly grants permission for the Artist to participate in the Contest.

The Artist and/or the Parent states he/she has read, understands, and agrees to be bound by the terms of this Release. If the Artist signs this Release as an agent or employee of an entity, the Artist warrants and represents that it is fully authorized to do so. This Release shall be binding upon the Artist and the Artist’s heirs, legal representatives, successors, and assigns.

In the event there is a dispute, any action will be brought in a competent court in the State of California, in the County of Marin, and governed by the laws of the State of California. Artist or its Parent expressly and exclusively accepts California and Marin County as the jurisdiction and venue for resolving any and all disputes, including but not limited to arbitration, mediation, and/or litigation.

If Artist desires to participate in the Contest, but does not grant Company permission to use the Work in ways beyond what is necessary to administer the Contest (e.g., create derivative works, sublicense to others), Artist or Parent hereby expressly opt-out of the granting of such additional rights, as evidenced by its initials below:

(Parent) _____ (Artist) _____.

Signature _____ Date _____
Artist’s Name [Print]

Signature _____ Date _____
Parent or Guardian’s Name [Print]