



ASSOCIATION FOR THE STUDY OF AFRICAN AMERICAN LIFE AND HISTORY, INC.

301 RHODE ISLAND AVE., NW SUITE 2204, WASHINGTON, DC 20001
P 202.238.5910 | W www.asalh.org

Participant Terms and Conditions

Please review the following terms and conditions governing your participation as a participant during The Association for the Study of African American Life and History's 2023 Black History Month Virtual Festival in February 2023 (the "Event"). By accepting these Terms and Conditions, you agree to present an individual presentation to be held virtually in February 2023. The Event may be recorded by Association for the Study of African American Life and History (the "Organization") for distribution to the public.

In preparation for the Event, you agree to the terms set forth as it relates to Intellectual Property Issues:

- You grant permission to the Organization, or anyone acting on its behalf, permission to photograph, film, or otherwise record and use your name, likeness, image, voice and comments, and to publish, reproduce, exhibit, distribute, broadcast, edit, or digitize the resulting images, videos, and materials in publications, advertising materials, or in any other form, in any media now existing or hereinafter invented, and for any purpose worldwide without compensation in connection with the Event and any recording of the Event.
- You are knowingly and voluntarily taking part in the activities for which your image is being captured and understand the associated requirements.
- You shall own the copyright in all materials created by you for the Event, except for materials specifically created solely for the Organization's use or materials incorporating the Organization's intellectual property.
- To the extent you provide your intellectual property to the Organization for use in the Event, you grant the Organization a nonexclusive, worldwide, royalty-free license to use, reproduce, and distribute the intellectual property in connection with the Event and any recordings of the Event.
- To the best of your knowledge, your presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, likeness, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate.
- You have obtained all necessary licenses and permissions for use of any third-party intellectual property, including without limitation music, video, images, and other media, included as part of your presentation at the Event. Such licenses and permissions allow for the Organization to reproduce said third-party intellectual property in recordings of the Event.
- You agree that no portion of the resulting media created at the Event, containing your name, biographical information, quotes, photographs, or recorded interviews, needs to be submitted for any approval or license from a third party.



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Indemnification:

- You release and waive any and all claims, damages, losses, and expenses as a result of, or arising from, your participation in the Event.
- You shall indemnify, release, defend, and hold harmless the Organization, its directors, officers, and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of your warranties contained here- in or arising from or relating to your performance under this Agreement.
- The Organization shall indemnify, release, defend, and hold harmless you from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third-party claim, action, or proceeding, based directly or indirectly on any breach of the Organization's warranties contained herein or arising from or relating to the Organization's performance under this Agreement.

You agree to notify the Organization immediately if an emergency should prevent you from meeting your obligation as a participant at Event. Any substitution of a new participant shall require the Organization's written consent.

Neither of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including without limitation government authority, riots, epidemics, severe weather, fire, floods, war, terrorism, embargoes, labor disputes, or strikes.

A determination that any of the foregoing terms and conditions is invalid, illegal, and/or unenforceable shall not affect the enforceability of any other provision.

Signature of Individual Photographed/Recorded

Date