

# 2020 BRD Season Photo Agreement

Boston Roller Derby ("BRD") may issue a limited number of photo credentials and official photographer wristbands at its sole discretion for any event of the 2020 BRD Season. Credentials are required for any person attending any event with the intent to take any photographs of the event with "professional grade" equipment, including, but not limited to cameras with removable lenses. Any misuse of the photo credentials wristband or official photographer pass will result in their loss for the event. BRD may restrict the use of any equipment at its sole discretion.

## PROPRIETARY RIGHTS AND RESTRICTIONS

You may not use, distribute, exhibit, reproduce, adapt, display, or publish any audio or visual accounts of the event(s), other than in the manner described below. Nothing in this photo credentials agreement authorizes or allows you to violate any trademark, copyright, or other proprietary right of BRD, the teams, and/or the skaters.

#### Credentials

A photo credential wristband entitles the person to use "professional grade" camera and lens(es) for still photography. It does not entitle the person to the use of tripods, monopods, external camera lighting, taking video, access to publicly restricted spaces, or free admission to the event. As a designated official event photographer you will be issued a lanyard with an official photographer pass. Your official photographer wristband is not transferable; you may not give or loan your official photographer wristband to another person for any reason without approval from an Event Photo Coordinator or BRD representative. Your official photographer wristband must be visible at all times during the event. Official photographer wristband will allow the general public, including trackside photographer spaces, photographer/volunteer room(s), arena floor, and center track access (pending head referee approval). While this wristband provides additional privileges you are still subject to the direction and/or supervision of BRD and its designated representatives.

## **REAL-TIME BOUT COVERAGE RESTRICTIONS**

BRD has exclusive broadcast rights to all BRD events. Your photo credentials badge gives you the right to take still photos only. It does not give you the right to record video on your camera.

"Real-time" is defined as "live and continuous description of an event." The "real-time" transmission of streaming video, digital images, text-casting, and/or real-time audio (including play-by-play and statistics) of any event by anyone other than BRD organizers is not permitted.

BRD grants you, as a valid photo credentials bearer, the right to distribute photographs of the events if they are time-delayed, i.e., released at least five (5) minutes after the event depicted in the photograph occurred.

# **OWNERSHIP & ACCEPTABLE USE of IMAGES**

If you have been issued BRD event photo credentials, you have a limited, non-exclusive, and nontransferable license to take and use photographs of the event as long as such use does not imply an endorsement or sponsorship relationship between a third party and BRD, the leagues, teams, and/or skaters. The photos you take at the event are your property. BRD claims no right to use those photographs without your prior consent. BRD has a right to view the photos taken at the event and may request a license agreement with you for use of a photo. Terms of the usage agreement are at the discretion of the photographer and/or media organization.

You understand that any commercial sale of images from the event will require model releases from any identifiable person in the image. You are responsible for obtaining the proper releases. You agree not to post bout or skater photographs that are not in the spirit of BRD's values. This includes, but is not limited to, posting bout images to websites that rely heavily on nudity, sexual content, violence, obscenity, and/or websites that advocate illegal behavior or discrimination based on race, gender, and/or sexual orientation. Please also refer to the 2020 BRD Season Photographer Code of Conduct.

## **USE OF IMAGE/LIKENESS**

In the event that your name or likeness is included in any broadcast, telecast, photograph, film, video, or other media taken in connection with the events, you grant BRD a non-exclusive, transferable, perpetual right and royalty-free license to use (and to sub-license the use of) your name and likeness in any media worldwide, whether now known or hereafter devised.

# ASSUMPTION OF RISK AND RELEASE

You assume all risk and danger incidental to the sport of roller derby, as well as any risk or danger reasonably foreseeable while on the grounds of the venue, and you release BRD, its members, board of directors, sponsors, participating skaters, volunteers, assigns, and all agents thereof from any and all liabilities resulting from injuries or personal property loss occurring before, during or after actual play, or while otherwise at the event venue or any associated BRD events.

#### AGREEMENT

For consideration and issuance of Credentials, you agree to these terms upon submission of your request for Credentials, either directly by you or by your assigning agency. Submission of your request and/or acceptance and use of Credentials constitutes your agreement to abide by the terms and conditions herein.

Failure to abide by these terms and conditions and any updated terms issued during the tournament will result in the loss of your Credentials.

I understand and agree, signed:

Signature:	_Date:
Legal Name:	
Address:	
City, State, Zip:	
Email:	