



Image Upload Terms Agreement

This agreement governs the Image Upload function and and Photo Contest of First Coast Divers. You must carefully read and accept the following terms in order to submit an image and for said image to be considered in the contest.

I hereby grant First Coast Divers (the "Company") permission to use my likeness, and/or the the overall image I will upload to the Company in any photograph, video or other digital or print reproduction (the "Materials") in any and all of its publications, including websites, without payment or any other consideration apart from my name being published as the photographer of the image, should I win the contest, on an area to be determined by the Company, on the website of the Company.

I understand and agree that the Materials will become the property of the Company and will not be returned. I hereby irrevocably authorize the Company to edit, alter, copy, exhibit, publish or distribute the Materials for purposes of publicizing its programs or for any other lawful purpose.

In addition, I waive the right to inspect or approve the Materials and to receive any royalties or other compensation arising or related to the use of the Materials. I hereby hold harmless and release the Company and its representatives from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I also hereby certify that I have obtained copyright and hold-harmless releases from any and all individuals who may appear in any photograph I upload to First Coast Divers. I understand and agree that, upon request, the Company can request said documentation from me. I understand and agree that I am obligated to provide the Company with this documentation within 5 business days.

I hereby certify that the image I am uploading is not pornographic, defaming, violent, crude, politically charged, or depict and/or promote a service, brand, event, or organization.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

End of Terms

Rev. March 11, 2012 MRA