

## **NWSOF - WINDELLS - BIKE - MEDIA CLEARANCE AGREEMENT**

### **Media Clearance Agreement:**

The undersigned hereby grants to NW School of Freeride LLC., doing business as "NWSOF" ("NWSOF") and its successors, licensees and assigns, the full and complete right to use, display and exhibit the following materials (the "Materials") for no consideration in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose.

The rights granted herein may be revoked by the undersigned upon the giving of no less than thirty (30) days written notice to NWSOF. NWSOF shall have no obligation to use the Materials.

The undersigned hereby warrants and represents that the undersigned is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights and trademarks, that the undersigned is authorized to enter into and execute this agreement, that the consent of no other person or entity is required to enable NWSOF to use the Materials as described herein, and that such use will not violate the rights of any third parties.

The undersigned agrees to indemnify and hold free and harmless to the fullest extent permitted by law, NWSOF, its parent, subsidiary, and affiliated organizations, and each of its agents, employees, successors, and assigns from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of Oregon without regard to the conflicts of law provisions thereof. In any action by the undersigned for breach of any provision hereunder, the undersigned agrees that its exclusive remedy shall be an action at law for damages and in no event shall the undersigned be entitled to injunctive or any other equitable relief. This agreement contains the parties' entire understanding relative to its subject matter.

NWSOF agrees to allow undersigned rights to distribute, sell, or otherwise profit from material featuring NWSOF property and creative intellectual terrain elements.

#### **Materials / Event**

- Digital photograph(s) and/or video(s) with filename(s) in the format 'nnnnnn-yyyyddm-a', where 'n' is the undersigned's last name; 'yyyy', 'mm', and 'dd' are today's year, month, and date; and 'a' represents a unique version identifier - and/or "photo shoot" event described below.

#### **AGREED AND ACCEPTED:**

\*print name, sign, date

#### **EVENT - SHOOT DESCRIPTION:**