

# Video/DV/Film/Digital Camera Personal Use Agreement Dragonfest Festival

Whereas, I desire permission to record via video tape, digital video, film or digital still photographs, the art and participants at Dragonfest, on my own behalf and not for that of any other person, organization, media company, or other entity;

Whereas, Dragonfest is a private festival, which showcases original, innovative, and creative images, scholarly works, works of art & performances;

Whereas, Dragonfest seeks to protect the artists who participate in the event and each artist's copyright ownership of their Art;

Whereas, Dragonfest seeks to protect the rights of privacy of persons who participate in the Dragonfest event.

## **I agree as follows:**

**I am recording or filming images for my personal use only, and am not acting on behalf of any other person, organization, Media Company or other entity. I understand that I have no rights to make any commercial or non-personal use of the images obtained at the Event, and that I cannot sell, transfer or give the footage or completed film or video or images to any other party, except for personal use, and I agree to inform anyone to whom I give footage, film, video or images that it can only be used for personal use. (1)**

I agree that, in the event I post, or allow to be posted, any images (still or video) on a personal website, that (1) in the event Dragonfest notifies me that any such images must be removed, for any reason whatsoever in Dragonfest's sole discretion, I will promptly remove or cause to be removed those images; and (2) I will place, or cause to be placed, on any website in which such images are displayed a notice that the images can be used only for the poster's personal use and not for any other purpose and that downloading or copying of the images is prohibited.

I further agree that, in the event any third party displays or disseminates any of my images in a manner not authorized by this agreement, I assign to Dragonfest the copyright so that Dragonfest can enforce against the third party any restrictions concerning use of the images, and I appoint Dragonfest as my attorney-in-fact to execute any documents necessary to effectuate such assignment.

I acknowledge that the Dragonfest name and logo are the property of the Dragonfest organization, and I understand that the Dragonfest organization controls all rights regarding the licensing and reproduction of any imagery recorded at the event. I agree that I will not use the mark or logo of Dragonfest on any website or in any commercial manner.

I have read and agree to abide by the Rights and Responsibilities Guidelines for Media/Participants (the "Guidelines"), which are incorporated into this agreement. I, for myself and on behalf of my heirs, successors and assigns, fully release Dragonfest and its agents, employees and representatives, from any and all liability, claims or demands, arising out of or relating to my filming, recording or use of a camera at the Event, and agree to indemnify Dragonfest against any liability, claims or demands that may be asserted against it arising out of or relating to my filming, recording or use of a camera at the Event.

Name: \_\_\_\_\_ Tag # \_\_\_\_\_ (leave blank)  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_