

CONSENT & RELEASE

I am the owner of _____ (“Property”) which is identifiable in the landscape photo submitted by _____ (“Entrant”) as an entry in the LIBOR LANDSCAPE PHOTO CONTEST sponsored by Long Island Board of REALTORS® (LIBOR) of West Babylon, New York.

In such capacity, I grant to Entrant the right to include Property in his/her landscape photo entry. Relative to same, I agree that:

- (a) I have reviewed and understand the Official Rules of the LIBOR LANDSCAPE PHOTO CONTEST;
- (b) I will not receive any compensation of any kind from LIBOR, its parent, affiliates and subsidiaries (and/or the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations) [“Released Parties”] in conjunction with Entrant’s submission of the photo entry in the LIBOR LANDSCAPE PHOTO CONTEST, including any use or display of the photo entry by LIBOR;
- (c) To fully cooperate with LIBOR in any investigation of Entrant’s eligibility or his/her compliance with the Official Rules of the LIBOR LANDSCAPE PHOTO CONTEST, with the understanding that I will not receive any compensation for doing so;
- (d) Should Entrant win a prize in the LIBOR LANDSCAPE PHOTO CONTEST, I have no claim to same under any legal theory nor will I receive any compensation of any kind from Released Parties in conjunction therewith;
- (e) I waive any “moral rights” as to the inclusion of the Property in the photo entry and waive any right of review or approval of any use or display of the photo entry by LIBOR under any legal theory;
- (f) Should the photo entry be used/displayed by LIBOR, the Property may (or may not) be identified or attributed to me as its owner and, should it be so attributed to me, the content, placement and all other aspects of such attribution shall be determined by LIBOR in its sole discretion;
- (g) Nothing in any way obligates LIBOR to use the photo entry including the Property and, by refraining from such use, Released Parties shall not have any liability under any legal theory;
- (h) For myself, my heirs, executors and administrators and anyone who may take by or through me, to release and agree to indemnify, hold harmless and defend Released Parties from any and all liability, claims or actions of any kind arising from (directly or indirectly, in whole or in part) Entrant’s submission of the photo entry in the LIBOR LANDSCAPE PHOTO CONTEST, including any use or display of the photo entry by LIBOR;

- (i) An electronic signature/affirmation or facsimile copy of this Consent & Release shall have the same legal force and effect as a hand-signed document.

This Consent & Release shall be governed by the law of the State of New York without regard to choice of law/conflict of law rules of New York State or any other jurisdiction which would result in the application of the law of any jurisdiction other than New York State.

I understand and agree that any false or misleading statement made herein may constitute any actionable violation of LIBOR'S legal rights.

I represent and warrant that I have full legal capacity to sign this Consent & Release, I have been granted a full and fair opportunity to review the Consent & Release, and that my signature below was not the product of coercion or duress.

Legal Signature: _____

Name: _____

Address: _____

Date: _____