

## ENGAGEMENT PHOTO AGREEMENT AND RELEASE

If you submit a photo taken by a professional photographer or 3<sup>rd</sup> party, you may not own the copyright. You must be 18 years or older to submit a photo.

I/We hereby give *Philadelphia* magazine, [www.phillymag.com](http://www.phillymag.com), [www.phillymagwedding.com](http://www.phillymagwedding.com) and/or Metro Corp., its parent companies, affiliates and successors, and its and their employees, agents, designees, licensees and assigns (collectively "Metro Corp."), with respect to the engagement photograph(s) ("photograph") that I/We have provided to Metro Corp., an irrevocable, royalty free, worldwide license to use, publicly display, distribute, sub-license, modify, use in print, electronic or any other medium, and otherwise fully exploit the photograph, (including but not limited to composite, blurred, distorted or computer-altered representations), use my/our name(s) (or any fictional name(s)) in all forms of media now or hereafter developed for advertising, trade or any other lawful purpose, including but not limited to, advertising and editorial use in *Philadelphia* magazine, use on [www.phillymag.com](http://www.phillymag.com), [www.phillymagwedding.com](http://www.phillymagwedding.com) and/or use in any other publication or web-site owned and operated by Metro Corp., and I further waive any right to inspect or approve the finished version(s), including written copy that may be created and appear in connection therewith.

I/We hereby declare that I/We retain full ownership of the copyright and other intellectual property rights of the photograph and file submitted to Metro Corp. I/We agree that I/We are solely responsible for the Content of the photograph and the consequences of posting or publishing the photograph. I/We hereby affirm that (a) I/We own or have obtained the necessary rights, copyrights, trademarks, proprietary rights, licenses, consents and permissions to use and authorize Metro Corp. to use the photograph, (b) I/We have the written consent, release and/or permission of each and every identifiable individual in the photograph to use the name and likeness of each and every identifiable person to enable Metro Corp. to use the photograph in the manner contemplated by this Agreement and release, (c) I/We understand that if the photograph submitted was taken by a third party, including without limitation, a professional wedding photographer, the third party may have certain intellectual property rights to the photograph, including but not limited to certain copyrights and trademark to the photograph, and that use without such third party's permission is prohibited, and (d) I/We indemnify and hold harmless Metro Corp. from any and all violations and damages that may result from the use of the photograph that may violate the intellectual property of any person.

In exchange for the publication of the photograph(s), which is sufficient consideration, I/We hereby release and discharge *Philadelphia* magazine, [www.phillymag.com](http://www.phillymag.com), [www.phillymagwedding.com](http://www.phillymagwedding.com), and/or Metro Corp., its parent companies and affiliates, and their employees, agents, designees, licensees, and assigns, from any and all claims and demands arising out of or in connection with any use of such photograph(s), including but not limited to any claims for invasion of privacy, libel, trademark infringement, commercial appropriation, copyright infringement or violation of the right of publicity.

I have read this release and I understand it.