



Coles Tractor & Equipment Rodeo,

Farmington, Missouri

MEDIA CREDENTIAL AND PHOTOGRAPHER FORM

Please complete (including signatures) and email directly to phillip.avi@gmail.com

Media Affiliate

Name:

Address:

City:

State:

Zip:

Phone:

Cell Phone:

E-Mail:

Web Address:

Names and Titles for credentials (maximum of three credentials per affiliate):

Name:

Title:

Name:

Title:

Name:

Title:

Event Requested Date (maximum of two performances, unless otherwise arranged):



Project Description (include special interview or production needs, i.e. deadlines):

WHERE/HOW will the coverage be aired or published?

WHEN will the coverage be aired or published?

The undersigned acknowledges and agrees that any photographs, video, or other forms of media captured at the event for which credentials are being issued are to be used for news and editorial purposes only. Freelance journalists and photographers must provide proof of assignment along with this form to be considered for accreditation, and they may only use images for such assignment. Any sale of, or attempt to sell, commercially or otherwise, photographs, video or other forms of media captured at a Coles Tractor & Equipment Rodeo event is expressly prohibited. By signing below, the undersigned also acknowledges and agrees to the Terms and Conditions for Media Credentials set forth below.

TERMS AND CONDITIONS

PHOTOGRAPHERS AND MEDIA CREDENTIALS

Each holder ("Holder") of a media credential ("Credential") issued by Coles Tractor & Equipment Rodeo agrees to the following terms and conditions:

1. Holder, for and on behalf of him/herself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, hereby unconditionally waives and releases forever any and all claims, demands or causes of action Holder may have against Coles Tractor & Equipment Rodeo and its subsidiaries, affiliates, shareholders, directors, officers, employees, representatives, contractors and agents, arising from or relating in any way to Holder's attendance at and/or media coverage of the event described on the front side of this form (the "Event"), including but not limited to claims for property damage, bodily injury or death. Holder hereby further discharges holds harmless and unconditionally indemnifies Coles Tractor & Equipment Rodeo and its subsidiaries, affiliates, shareholders, directors, officers, employees, representatives, contractors and agents from and against any and all liabilities, claims, demands, actions, causes of action, suits, losses, costs or expenses of any kind or nature whatsoever, which arise out of or result from Holder's attendance at and media coverage of the Event. Holder, for and on behalf of himself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, covenants not sue or otherwise commence any action, suit or proceeding against Coles Tractor & Equipment Rodeo, its shareholders, directors, officers, employees, representatives, contractors and agents, for any liabilities, claims, demands, actions, causes of action, suits, losses, costs or expenses of any kind or nature which are waived, released and/or discharged hereunder.



2. For real and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and FOR NO ADDITIONAL COMPENSATION, HOLDER HEREBY GRANTS TO Coles Tractor & Equipment Rodeo, its duly authorized agents, licensees and assigns, the RIGHT TO PUBLICLY AND COMMERCIALY USE, display, publish, distribute, perform, transfer, license, reproduce, copy, alter, make derivatives of, translate, transmit and otherwise commercially exploit IN PERPETUITY Holder's name, image, signature, likeness, voice, photograph, persona, trade dress and other publicity rights, including pictures, photographs, films, images and sounds of Holder, that may be captured, recorded or memorialized at or in, or related to, the Event including before or after the Event, or in any related activities of the event, its affiliates, sponsors, licensees or sublicenses, that are put on near the Event, such as pre- or after-parties, receptions, VIP matters, meetings and the like, in any way, medium or material, whether now known or hereafter created (including, but not limited to, print, television, radio, film and video, any other audio and/or visual productions or works, and transmissions over the Internet).

JOINT OWNERSHIP: Holder and Coles Tractor & Equipment Rodeo shall be the joint owners of all copyrights in and to any works created or collected by Holder at the Event. Holder acknowledges that Coles Tractor & Equipment Rodeo and the PRCA exclusively owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, record video, audio, film pictures, and footage and to print, publish, distribute, collect, capture or record, by any means, process, medium or device, whether or not currently in existence, all images, sounds, activities, information and data arising from, during, or related to, the Event ("Media"). Holder hereby expressly and irrevocably assigns to Coles Tractor & Equipment Rodeo and the PRCA a perpetual one-half interest in the Media for royalty-free use by Coles Tractor & Equipment Rodeo in any form and for any purpose. All use of the Media by Holder shall be strictly limited to news coverage of the Event and/or other strictly editorial purposes, this **SHALL INCLUDE RELEASE OF IMAGES OR FOOTAGE FOR SOCIAL MEDIA PURPOSES**. Holder agrees to execute and cause the execution of any and all further documents reasonably deemed necessary by Coles Tractor & Equipment Rodeo to evidence, maintain, protect and enjoy the rights assigned to Coles Tractor & Equipment Rodeo in this agreement. In the event that Coles Tractor & Equipment Rodeo, in its sole and unfettered discretion, objects to any particular use of the Media by Holder, Holder agrees to immediately discontinue use of the Media as directed by Coles Tractor & Equipment Rodeo.

Holder hereby waives all moral rights in connection with Holder's appearance or captured image, voice and so forth and hereby waives any right of inspection or approval of such appearance or the uses to which such appearance are put. Holder further waives all right to injunctive or equitable relief. The provisions of this paragraph, together with Holder's commitments and obligations under it, are binding on Holder and Holder's spouse, children, heirs, next of kin, legal representatives, successors and assigns, and will survive termination or expiration of this Credential.

3. ALL NON-EDITORIAL USE, including but not limited to advertorial and commercial use, of any pictures, footage and recordings **MUST BE APPROVED BY Coles Tractor & Equipment Rodeo PRIOR TO USE**, display, publication or release. Notwithstanding the foregoing, Holder may not display such photographs, film or videotape solely in conjunction with non-commercial news reporting purposes



FOR THE AVOIDANCE OF DOUBT, HOLDER SHALL NOT DISTRIBUTE AND/OR SELL photographs, film, video footage, and/or other recordings taken or captured by or for Holder **TO THE GENERAL PUBLIC** including **RIDERS, STOCK CONTRACTORS**, and/or family and relatives of the same, **FOR ANY PURPOSE OR USE** whether personal, commercial or otherwise **WITHOUT THE EXPRESS WRITTEN CONSENT OF Coles Tractor & Equipment Rodeo**.

Coles Tractor & Equipment Rodeo respectfully requests that Holder inform them of all editorial uses of any pictures, footage and recordings for Coles Tractor & Equipment Rodeo's records.

4. Holder hereby expressly acknowledges and agrees that ALL RIGHTS GRANTED HEREIN SHALL BE APPLICABLE TO HOLDER'S MEDIA AFFILIATE, as detailed on the Media Credential Form hereto, ONLY. Holder shall be STRICTLY PROHIBITED from providing ANY photographs, film, videotape footage and other recordings taken or captured by or for Holder to any media affiliate, entity, organization and/or person other than those Media Affiliates so detailed on said Form except as allowed in Point 3 above.
5. Holder acknowledges and agrees that Holder's Credential allows Holder access only to those areas at the Event venue and/or the official Event hotel that are designated by Coles Tractor & Equipment Rodeo as open to members of the media. Holder's Credential does not provide or allow access to Event contestant locker rooms, areas behind the bucking chutes (unless previously approved), sponsor hospitality rooms, or sponsored hospitality events for sponsors, contestants and other guests, unless Holder is escorted by an authorized representative. Holder agrees to honor and comply with any directions, instructions and requests made by Coles Tractor & Equipment Rodeo affiliates or staff.
6. Holder's Credential is the exclusive property of Coles Tractor & Equipment Rodeo. Holder's Credential must be worn and displayed in a visible location at all times while covering the Event. Holder will be charged Fifty Dollars (\$50) for issuance of a replacement for a lost Credential. Failure to timely report a lost or stolen Credential may result in suspension or revocation of any present and future Credential Rights. Any Credential issued to Holder hereunder is personal to Holder, and Holder shall not sell, assign, lend, transfer or give it to any other person or entity. In addition, Holder hereby agrees to INDEMNIFY AND DEFEND Coles Tractor & Equipment Rodeo and all related parties for any damages or injuries arising in connection with such unauthorized sale, assignment, transfer, lending or use.
7. Holder must wear appropriate professional attire, in the sole discretion of Coles Tractor & Equipment Rodeo, at all times while covering the Event. This shall include long pants, long sleeve shirt and closed-toe footwear.
8. Coles Tractor & Equipment Rodeo reserves the right to immediately revoke Holder's Credential for the event if Holder fails to comply with the terms and conditions set forth above.



Holder's signature below acknowledges that he/she has received, reviewed and agreed to the Terms & Conditions for Media Credentials for the event identified on all pages of this Professional Rodeo Media Credential Application.

Credential Holder:

Signature:

Date:

Print Name:

Company Name:

Credential Holder:

Signature:

Date

Print Name:

Company Name:

Credential Holder:

Signature:

Date

Print Name:

Company Name:
