USE OF PHOTOGRAPHS:

CONSENT AND RELEASE

I, [name] , of [organization name], in [city/prov] hereby acknowledge and agree with the Province of BC as follows:

1. I am providing the following photographs to the Province of BC (collectively, the “Photographs”):

(List and describe the Photographs below. Please include photo details such as event name, organization or individuals, and any required credits such as name of photographer.)

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| File Name | Photo description i.e. artist/artwork attribution; name of the project; organization that the photo is courtesy of; photographer; name of venue; performers and/or production staff, etc. |
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2. I hereby grant an irrevocable, non-exclusive licence of copyright in the Photographs (the “Licence”), to use, reproduce and modify the Photographs for specific non-commercial use related to the reporting, engagement, communications, publicity and/or archival activities of the BC Arts Council, including but not limited to annual reports, documents, and presentations, both in paper and electronic (i.e., website; social media) form for the government and the BC Arts Council.

3. The term of this Licence is from the date of execution of this form.

4. The Province may, but is not obligated to, disclose my name in connection with its use of the Photographs.

5. The Province will endeavour to include the applicable name/crediting/billing to attribute the photos directly to the organization and/or individual practitioner who has granted the Licence and to recognize the artists and/or artwork represented.

5. I warrant that I own the Photographs, am the owner of the copyright in the Photographs and have the authority to grant this Licence.

6. The Province of BC and BC Arts Council will not provide compensation (financial or otherwise) for this Licence.

8. I hereby release and hold harmless the Province of BC and the BC Arts Council, their employees, contractors, agents and assigns, from all claims and compensation of any kind, known or unknown, which can or may arise from or by any reason of this Licence or the production, reproduction, publication, distribution or any other use permitted by this Licence, of the Photographs. I fully indemnify the Province and the BC Arts Council, their employees, contractors, agents and assigns arising from any third party claim relating to any of the Photographs.

9. I confirm that I am at least 19 years of age.

10. This Consent and Release forms the entire agreement between the parties and any modification must be in writing and signed by the Province of BC.

11. This License is governed by the laws of the Province of British Columbia and Canada.

Date: \_[date]\_

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| Signature of Witness | Signature of Person providing Photographs |
| Print Name: Click here to enter text. | Print Name: Click here to enter text. |
| Address:Click here to enter text. |  |
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**Your personal information is being collected under section 26 of the Freedom of Information and Protection of Privacy Act for the purposes described above. If you have any questions regarding the collection of personal information under this Consent and Release, please contact:**

**Senior Director, BC Arts Council Secretariat and Strategic Engagement**

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