

EMPIRE STRYKERS

PUBLICITY RELEASE (All Media)

This form must be completed by all media seeking to photograph, record (audio/video) or film EMPIRE STRYKERS games at Toyota Arena in Ontario, Calif.

Company/Publication/Station/Outlet		Date of Event (Write Season, include season credential request)	
Photographer's Name		Email Address	
Address		Outlet Type	
Phone / FAX / Mobile		Contact Name	
Photography/Media Type (Please check applicable)			
	Still/Digital Photography	Videotape of Game/event	Audio broadcast/ Recording of event

1. GRANT OF RIGHTS: We, as agents of the above-named company, acknowledge and agree that Ontario Pro Soccer here by grants us the right to (check appropriate):
____ Photograph the event(s) listed above during the date(s) requested (the Photographs)
____ Make an audio/video recording of the event(s) above during the date(s) of request, including player, coach and staff interviews (the "Recordings") The Recordings and/or Photographs may only be used for editorial purposes in conjunction with news reports.
2. NO COMMERCIAL USE: And non-editorial "commercial" use of the Photographs and/or Recordings is prohibited hereunder. The definition of non-editorial "commercial use" includes, but is not limited to: the licenses, permission, authorization or sale of the Photographs or Recordings for distribution or exhibition on film, network, satellite, cable or any form of television, CD, CD-ROM, cassette, vinyl, digital transmission via the Internet, merchandising, print publication, in-store broadcasts, in-house use or any other use, licensing or sale of the Photographs or Recordings for non-editorial use in any media, now known or hereafter created. If any other use of the Photographs or Recordings is desired, we agree to obtain the prior written consent of Ontario Pro Soccer.
3. WEBSITE USAGE: If the Photographs or Recordings are to be used on a website, we agree that the Photographs or Recordings: (i) shall not be archived in any manner; (ii) if captured in video format, must be formatted and published so that website users may not download, modify, reproduce, transmit, display or distribute in whole or in part, the Recordings; (iii) may only appear for a period of thirty (30) consecutive days; and (iv) Ontario Pro Soccer shall be accorded the following credit: "Ontario Pro Soccer photograph taken at Toyota Arena, Ontario, Calif."
4. ONTARIO PRO SOCCER TRADEMARKS: Nothing contained herein shall be construed to give us the right to, and we shall not use any names, marks, symbols, copyrights, logos, characters, designs, representations, figures, drawings, recordings, ideas or other proprietary designations or properties owned, developed or created by Ontario Pro Soccer or its affiliated companies.
5. INDEMNITY: We shall at all times indemnify and hold harmless Ontario Pro Soccer, Toyota Arena and any and all persons, firms, or corporations affiliated with Ontario Pro Soccer and its respective employees, officers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of or related to any unauthorized use of the Photographs or Recordings by us or our assignees pursuant to the terms of this Agreement..

Agreed & Accepted by Photographer: _____
Signature Date

Approved by Ontario Pro Soccer: _____
Signature Date