



JACOB'S PILLOW DANCE FESTIVAL | MEDIA RELEASE

The undersigned, hereinafter PARTICIPANT, agrees that Jacob's Pillow Dance Festival (hereinafter PILLOW) may capture raw footage of PARTICIPANT throughout the course of any activity taking place on Jacob's Pillow's property or in a digital event hosted by Jacob's Pillow, including but not limited to video, photographs, audio files, notes (herein referred to as RAW FOOTAGE) and produce media derived from RAW FOOTAGE including but not limited to video, audio files, images (herein referred to as MEDIA).

DISTRIBUTION: PARTICIPANT agrees to allow PILLOW to distribute such RAW FOOTAGE or MEDIA publicly in such PILLOW channels and PILLOW-approved public media channels as PILLOW shall determine in its sole discretion. RAW FOOTAGE and MEDIA may be distributed in such ways but is not limited to fundraising, public relations, marketing, and commercial use. Materials featuring PARTICIPANT may be sold without the express written consent of PARTICIPANT. For the above uses, the PARTICIPANT will receive no compensation.

OWNERSHIP OF RAW FOOTAGE & MEDIA: PILLOW shall control the uses and disposition of RAW FOOTAGE & MEDIA. All right, title and interest, including copyright of RAW FOOTAGE & MEDIA shall be and remain the sole property of PILLOW throughout the world and in perpetuity in any and all media, whether now known or hereafter created or developed. This will not affect PARTICIPANT's choreographic rights or any other creative rights to the work itself.

ARCHIVES RELEASE: It is understood that PILLOW shall retain one or more copies of the MEDIA and the RAW FOOTAGE in its archives and may reproduce, prepare derivative works of, distribute, publicly perform, publicly display and digitally transmit such RAW FOOTAGE & MEDIA for various purposes in support of the PILLOW mission, including archival, audience engagement, documentary, educational, promotional, marketing, commercial, and/or fundraising purposes; RAW FOOTAGE & MEDIA will be available at PILLOW'S archives for viewing by scholars, faculty, students, staff, interns, and the general public, and will also be available for the PILLOW'S college and university partners to stream on a secure, IP address authenticated website. ARTIST further agrees that PILLOW may deposit protection copies of the RAW FOOTAGE with the Dance Collection of the New York Public Library subject to the conditions stated herein. PILLOW may also add RAW FOOTAGE or MEDIA to the publicly accessible online dance resource "Jacob's Pillow Dance Interactive".

WARRANTY & REPRESENTATION: PARTICIPANT represents and warrants that PARTICIPANT has all of the necessary rights to enter into this Agreement and to grant all of the rights granted to PILLOW hereunder, that the program shall be an original creation with PARTICIPANT and not copied or adapted in whole or in part from any other work of any kind not in the public domain or the subject of any appropriate permission and that the program will not infringe upon the personal or property rights of any person or entity. PARTICIPANT agrees to indemnify, defend and hold harmless PILLOW against any and all liabilities, costs or expenses which PILLOW may incur by reason of, or in connection with, any breach of any representation, warranty or agreement made by PARTICIPANT in this Agreement.

PILLOW and PARTICIPANT agree to all items specified herein.

Signature _____ Date _____
(if under age 18, legal Parent / Guardian must sign)