

visit Eau Claire

Social Media Photo Usage & Privacy Terms CONSENT AND RELEASE

BY USING EITHER THE HASHTAG #CAPTUREEC OR #YESVEC, I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER AND AM LEGALLY ENTITLED TO ENTER INTO THIS CONSENT AND RELEASE ON MY OWN BEHALF, THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE AND THAT IT IS MY INTENTION TO ENTER INTO AN AGREEMENT TO WAIVE MY RIGHTS, INCLUDING MY RIGHT TO SUE, WITH RESPECT TO THE USE OF MY CONTENT (AS DEFINED BELOW).

I agree that I am entering into this Consent and Release in exchange for the opportunity for me to participate in Visit Eau Claire's tourism-related initiatives. I further acknowledge this is valid and sufficient consideration in exchange for the Consent and Release.

For consideration hereby acknowledged as received, the Instagram, Twitter or Facebook user using #CaptureEC or #YesVEC hereby grants to Visit Eau Claire ("VEC") the absolute and irrevocable right and unrestricted permission to license, use, re-use, display, distribute, transmit, publish, re-publish, copy, or otherwise exploit, either in whole or in part, either digitally, in print, or in any other medium now or hereafter known, for any purpose whatsoever and without restriction, Content tagged with #CaptureEC. As used herein, Content means all photographs published on Instagram, Twitter or Facebook. I consent to VEC's copyright of the Content. I further consent to the alteration of the Content, without restriction, by VEC or its agents, representatives, and assignees.

I confirm that I am the sole owner of the aforementioned Content, or have obtained from the rightful owner(s) all necessary rights, permissions and licenses to grant to VEC the rights described in this Consent and Release.

I understand and agree that VEC may or may not use my social media handle in conjunction with the photographs as it so chooses.

I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason against VEC. I agree that this Release is irrevocable, worldwide and perpetual.

I have been informed and acknowledge that any initiative or promotion by VEC regarding #CaptureEC is in no way sponsored, endorsed or administered by, or associated with, Instagram, Twitter, or Facebook.

I hereby release, hold harmless, and discharge Photographer, and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the Content, including without limitation any and all claims for invasion of privacy, right of publicity, and defamation.

Consent. I represent that I am over the age of eighteen (18) years, have full legal capacity to execute this Release, and have read the foregoing and fully understand its contents. This Release shall be binding upon me, my heirs, legal representatives, and assigns.

This Release contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof.

Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Wisconsin. Exclusive jurisdiction and venue shall be in Eau Claire County Circuit Court, State of Wisconsin.

Binding Effect. This Release shall be binding upon and inure to the benefit of VEC and its successors and assigns.

