

## Virtual Museum Release Form

You, the person or persons whose name(s) is/are set forth below ("You," "Licensor" or "Presenter"), and Your parent or guardian if You are under the age of eighteen, agree(s) to the following terms and conditions of this Virtual Community Museum Release (the "Release").

**Background.** The Jamestown S'Klallam Tribe (the "Tribe" or "Licensee") is developing a digital archive which may be used in the future in a virtual community museum (the "Virtual Community Museum"). As part of this process, the Tribe desires to document and preserve selected artistic and cultural items. As part of these documentation and development efforts, You desire to present and deliver the cultural and artistic item(s) described in the Attachment listed next to Your signature ("Content") and to participate in the development of the Virtual Community Museum. You acknowledge and agree that You are solely responsible for the Content's loss or damage.

**Release.** You consent and provide permission to the Tribe to photograph, videotape, record and otherwise reproduce Your image, likeness, appearance, performance, name, biographic information, statements, and any other aural or visual aspects of Your person ("Attributes") in perpetuity. The Tribe will own all copyrights and associated rights in any material containing the Attributes. The Tribe may use the materials containing the Attributes in any way, including without limitation editing, modifying, altering, or combining any material containing the Attributes with other content, solely in connection with non-profit, educational or non-commercial purposes in the public interest (the "Permitted Purposes").

**No Royalties; Credit.** You acknowledge and agree that the Tribe will not pay You any money pursuant to this Agreement. However, upon request the Tribe will provide You with a compact disc containing a reproduction of the copy of Your Content as prepared for the Digital Archive. Nothing in this Agreement obligates the Tribe to use any of the Attributes or Content as part of the Virtual Community Museum. If the Tribe uses the Attributes or Content in the Virtual Community Museum, the Tribe will make reasonable efforts to credit You as the presenter of any Content used in the Virtual Community Museum for the first two (2) years that the Virtual Community Museum is in existence. You acknowledge that the Tribe will have sole control over the size, style, placement and wording of any and all such credits.

**Dispute Resolution.** In the event there is any dispute, claim, question, or disagreement arising from or related to this Agreement, Licensor and Licensee agree to mediation, and if mediation is unsuccessful, to accept the venue and jurisdiction of the Federal District Court of 'Western Washington, Seattle, or the Clallam County Superior Courts. The commencement of formal dispute resolution procedures (i.e., the delivery of a Dispute Statement), or any other claims arising out of this Agreement, may not occur more than two (2) years after the event giving rise to the dispute has occurred.

**General.** This Agreement and the Attachment listed next to Your signature constitute the entire agreement between You and the Tribe in connection with the Digital Archive or Virtual Community Museum.

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Signature

Date

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Print Name