



## Content Release Form and Contract

I, \_\_\_\_\_ agree to bestow/allow ICON Magazine (hereafter referred to as "The Company"), a perpetual, worldwide, royalty free, exclusive, irrevocable license to use, reproduce, modify, adapt, publish, translate and publicly display any or all Content (hereafter referred to as "Content") I submit to The Company and to incorporate such Content into publications of The Company. "Content" includes but is not limited to photographs, personal artwork, writings and articles, among other things.

I hereby agree and state that:

1. I am the sole creator, owner and copyright holder of the submission/s and have the full right to allow The Company to publish my submission/s without infringing on the ownership or copyright of anyone else.
2. I understand that The Company has no control over who reads/views The Company's publications or Websites or the amount of readers of The Company's publications/websites.
3. The Company will actively publish the Content whenever and in whatever media form they choose including but not limited to online and social media websites such as Facebook etc., mobile and print modes of publication. I further understand that The Company has the right to republish the Content, in whole or in part, in future issues of the Magazine, in collections of works from the journal and/or anthologies.
4. I will not submit anything that is not rights free or content that I share the rights to, to The Company without first clearing the use of the Content by The Company in a signed document by other rights holders and submitting those signed documents to The Company via digital transmission or US mail and confirming receipt of all such documents in which you, the person submitting, will be held legally responsible should any legal disputes of any kind arise.
5. I represent and warrant that there are no rights, license, or commitments of any nature outstanding in favor of anyone who would or might impair or interfere with the rights granted by me to The Company. I understand and agree that The Company has no liability or involvement, legal or otherwise, with any submission/s that I have not cleared the rights for.
6. I represent and warrant that the Content submission/s has not been previously published, in whole or in part, except as I have informed The Company in writing.
7. I represent and warrant that no other agreement to publish the Content is now outstanding, except as I have informed The Company in writing.
8. This Release form will cover all my submission/s to The Company until **Dec 31, 2016**.

**1/3 Photographer/Content Owners Initials (\_\_\_\_)**



9. I represent and warrant that the Content is free of libel or libelous innuendo, contains no statement known by me to be false, and is in no other way harmful. I understand that ICON Magazine, the Company in whole and or in part, it's employees, editors and or legal representatives of The Company will not be held liable for any legal issues arising out of false statements made by me about the Content or my inability or ignorance in clearing the rights with any other right holders of my submitted Content. I further understand and agree that a broad spectrum of laws may or may not transcend borders. I further understand and agree that I will be held liable for not complying with the laws where I currently reside as well as the laws associated with the United States of America as this is where the Company, ICON Magazine is owned and operated.

10. I understand and agree that The Company may need to edit my Content submission/s.

11. I understand that The Company may or may not use my Content, or may decide to use only a portion of my Content, but by entering into this agreement I have given The Company the option to use the Content in their publication, perpetually.

12. I understand that once printed or downloaded Content is embedded perpetually in the end users copy of the Content, with no way for The Company to retrieve or stop access to the Content, hence the perpetual release of rights is essential for the Company to use my content in its publications in any medium or format.

13. I understand that parts of my submissions will be used in print & digital magazine published by the Company and for various forms of online, social media and print advertisements, website banners, email and mail promotions and any other form of advertisement The Company deems necessary to promote the publications of The Company. I hereby agree to allow the company access to Print Resolution Images of my Content for the aforementioned usage completely free of charge.

14. Upon publication of the Content, The Company grants to you, without charge, the right to republish the Content in an unrevised form that may not be revised in any way, in any language, in any volume consisting entirely of your own work, or in any work that you edit, provided that The Company is notified of such use, and the Content carries the proper copyright notice and acknowledgment of its original publication by The Company.

15. I understand that once Content submission/s is made by me and approved by The Company, the Content cannot be withdrawn.

16. I understand and agree that The Company does not supply a free copy of the Magazine and I am responsible for purchasing an issue. In addition, I understand and agree that The Company does not guarantee print copies, digital copies for me or any individuals in the Content submissions. We do however provide tear sheets, free of charge.

**2/3 Photographer/Content Owners Initials (\_\_\_\_)**



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17. I understand and agree that I have reviewed the original Content submission/s and any and all persons depicted in the Content submission/s are the age of 18 or older. I further understand that The Company reserves the right to request proof of age. I further understand that this certification shall also apply in instances where the owner/copyright holder is also depicted in the Content submission/s. I further understand and agree that if I fail to verify and confirm the identity and age for each and every person that it will result in direct negligence on my part and in doing so I agree willingly to hold ICON Magazine in whole and/or in part harmless if any legal disputes of any kind arise. I further understand and agree that a broad spectrum of laws may or may not transcend borders. I further understand and agree that I will be held liable for not complying with the laws where I currently reside as well as the laws associated with the United States of America as this is where the Company, ICON Magazine is owned and operated.

18. In the case of Content submission/s containing nudity or partial nudity, I agree to submit scanned copies of age verification documents for each and every person included in such depictions and pictures (along with my Content submission/s). I understand and agree that if I fail to verify and confirm the identity and age for each and every person that it will result in direct negligence on my part and in doing so I agree willingly to hold ICON Magazine in whole and/or in part harmless if any legal disputes of any kind arise. I further understand and agree that a broad spectrum of laws may or may not transcend borders. I further understand and agree the I will be held liable for not complying with the laws where I currently reside as well as the laws associated with the United States of America as this is where the Company, ICON Magazine is owned and operated.

Read and agreed:

Legal Name: \_\_\_\_\_

Pseudonym (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Please attach age verification documents along with this agreement for all content containing nudity or partial nudity. (Driver's license and models release required).**

**3/3 Photographer/Content Owners Initials (\_\_\_\_\_)**