

**BRAZORIA COUNTY FAIR ASSOCIATION
STUDENT ART AUCTION RELEASE AGREEMENT**

Student's Name _____ Age _____ Grade _____

School District _____ School Name _____

Title of Art _____

We, the student and parent/guardian, agree to abide by the rules of this competition as provided to the student by the Student Art Auction Committee and the Brazoria County Fair Association. We grant the Brazoria County Fair Association permission to take the student's work for display, and grant permission for photographer or interviews in connection with the Brazoria County Fair Association to make. We waive any rights the student may have in the artwork, and release, discharge and agree to save Brazoria County Fair Association from any liability by virtue of the use of the artwork.

We hereby certify this is the student's own work. It has not been copied from other previously published artwork, previously published photograph or copyright protected photograph by means of tracing or duplication by hand or machine. Further, we certify that the student has not used mechanical devices such as opaque or overhead projectors or used computer enhanced pictures. We agree that the Brazoria County Fair Association will not be held responsible for any copyright infringements and will release and indemnify them from any claims.

The student has read the Student Art Auction rules and agrees to the terms.

_____ Initial – Student _____ Initial – Parent/guardian

We hereby acknowledge that we give permission to the Brazoria County Fair Association and whomever it may authorize the absolute right and permission to copyright, publish and/or use photographic portraits, pictures, motion pictures and/or video reproductions of the student and/or his/her artwork, in which the student and/or the work may be included in whole or part, or composite or distorted in character or form. In conjunction with his/her own or a fictitious name or reproductions thereof in color or otherwise, made through any media at a studio, on the grounds or any location of the Brazoria County Fair Association or elsewhere, for art, advertising, editorial, educational trade or any other lawful purpose whatsoever as deemed necessary by the Brazoria County Fair Association. We hereby acknowledge that we give permission for this use without the receipt of any financial consideration or compensation with regards to the reproduction or student's artwork. We agree to waive any right that the student may have to inspect and/or approve the finished product that may be used in connection wherewith, or the use to which it may be applied. We understand that voluntary consent to waiving of any rights and/or privileges which we might have in this matter is prerequisite to entering and competing in any contest whatsoever held in connection with and sanctioned by the Brazoria County Fair Association and that a properly executed release for is a part of the student's valid application to be a contestant in any such event. We hereby release, discharge and agree to save the Brazoria County Fair Association from any liability by

virtue of any blurring, distortion, alteration, optical illusion or use in composite form. Whether intentional or otherwise, that might occur or be produced in the taking of said pictures, or in any processing tending toward the completion of the finished product. We hereby further waive all claims and rights, monetary or otherwise, that might arise because or any additional or further use of the above described material at this or any additional or further use of the above described material at this or any other future time. We acknowledge that the Brazoria County Fair Association shall retain sole right for designation the use of this material/artwork by either the Brazoria County Fair Association or by persons and concerns it may duly authorize.

We, the student and parent/guardian, understand that the Brazoria County Fair Association and Student Art Auction Committee are not responsible for loss, theft or damage, and that damaged artwork will not be repaired. We hereby grant the Student Art Auction Committee permission to take the student's art for display.

We agree that this Student Art Auction Release Agreement will be governed by the laws of Texas and that jurisdiction and venue for resolution or any dispute regarding this agreement shall be in a Texas State Court in Brazoria County, Texas.

The following information is required, or artwork will be disqualified:

_____ Student's Name (print)	_____ Email	
_____ Student's Address	_____ Student's Date of Birth	
_____ City, State, Zip	_____ Telephone Number	
_____ Student's Signature	_____ Date	
_____ Parent/Guardian's Name (print)	_____ Parent/Guardian's Signature	_____ Date

STATE OF Texas
COUNTY OF _____

Signed or attested before me on _____ (date)
by _____

(student's name) and _____ (parent/guardian name).

SEAL

Notary Signature
My Commission Expires On: