

Indigenous Health Division Call for Art

I am making this declaration ("**Release**") with the understanding that it will be relied upon to confirm my eligibility and participation in the Indigenous Health Division Call for Art.

I declare that I have read and complied with, and that I understand, all the Call for Art Guidelines. I declare that all the information below is true and that I have committed no fraud or deception in entering the Call for Art.

I hereby state that all artwork submitted by me (the "**Artwork**") is an original work of art created by me, is owned by me, and does not contain any copyright or trademark protected imagery or content owned by any third party.

I further declare that I am not an employee of Alberta Health, its affiliated organizations, the Call for Art administrators, or any other parties engaged in the development, production, or distribution of Call for Art materials or those living in the same household as the foregoing.

In consideration of the recognition of the Artwork being featured in Alberta Health's Indigenous Health Division ("**IHD**") documents and reports, which I acknowledge is good, valuable, and sufficient consideration, I agree as follows:

1. To hereby release and fully and forever discharge His Majesty the King in Right of Alberta (the "**Province**"), its Ministers, employees, agents, contractors, insurers, and sponsors and each of their respective heirs, executors, representatives, successors, administrators, and assigns (the "**Releasees**") of and from any and all proceedings, claims, actions, causes of action, demands, losses, damages, costs, expenses, bonds, suits, and covenants of every nature and kind whatsoever whether at law, in equity or by statute which I, the Releasor, my heirs, executors, representatives, successors, administrators, or assigns may have had, now have or may have, but for the execution of this release, by reason of, related to, arising out of, or in any way connected with the recognition of my artwork by the Province as part of the Call for Art.
2. To hereby waive any right of inspection or approval of my biographical or the uses to which biographical information may be put. I acknowledge that the Province will rely on this permission potentially at substantial cost to the Province, and hereby agree not to assert any claim of any nature whatsoever against anyone in relation to the exercise of the permissions granted hereunder. I hereby release the Province from any claims that may arise from these uses, including without limitation: claims of defamation or invasion of privacy, or of infringement of moral rights or rights of publicity or copyright.
3. To indemnify the Releasees against any loss, damage, or expense, including legal fees on a full indemnity basis, that any of the Releasees may suffer or incur as a result of any non-compliance by me with any of the Call for Art Guidelines or participation in the Call for Art and/or in connection with the recognition, exercise, or the use of the Artwork in any publication created by the Province.
4. To grant to the Province, its affiliated organizations and each of their agents and representatives and marketing partners, the right to print, publish, broadcast, and use worldwide in any media now known or hereafter developed at any time, the Artwork and my name, social media handle, likeness, portrait, picture, photograph, voice, video-camera footage, and biographical information (name, Nation/Community) as is or as may be edited by the Province, as news or information and for advertising promotional

purposes without any compensation or review by me. I grant these pieces of data and multimedia, as well as my Artwork, to be used an unlimited number of times in perpetuity, without additional compensation, for publishing, distributing, advertising and promotional purposes in connection with the Call for Art.

5. To grant the province a perpetual, irrevocable, worldwide, fully paid, royalty-free, assignable, non-exclusive license to use, reproduce, publish, and distribute the Artwork in any format now known or hereinafter devised, along with the right to sublicense, without limitation, all such rights to the Materials.

I acknowledge that there will be no monetary compensation for the submission or use of the Artwork in any of the Releasee's materials.

I acknowledge that I have read the foregoing and I fully understand the contents.

IN WITNESS WHEREOF, I have executed this Release on this _____ day of _____, 20____.

Print Name: _____

Phone Number: (_ _) – _____

Email Address: _____

Signature: _____

If Release is provided on behalf of a Minor:

I hereby certify that I am the parent or guardian of _____ who is under the age of 18 years, to whom this Release applies and that I have the legal authority to execute this release. I approve the foregoing and agree that we both shall be bound thereby.

Name of Parent/Guardian: _____

Phone Number: (_ _) – _____

Email Address: _____

Signature of Parent/Guardian: _____

Name of Witness: _____

Phone Number: (_ _) – _____

Email Address: _____

Signature of Witness: _____