

Texas Rollergirls Photographer Credentials Agreement

This agreement is modified from the WFTDA Photographer Credentials
<http://wftda.com/media/wftda-photocredential-guidelines>

OVERVIEW

The Texas Rollergirls may issue a limited number of photo credentials for Texas Rollergirls Events at its sole discretion. The Texas Rollergirls will select the photographers it believes are best positioned to provide coverage of their Events. This photo credentials agreement has been established to provide you with an understanding of the rights and restrictions associated with Texas Rollergirls photo credentials.

CRITERIA FOR PHOTO CREDENTIALS

Preference is given to photographers with “professional grade” equipment and significant experience shooting roller derby bouts. The Texas Rollergirls give preference to photographers who are:

- a) affiliated with a competing league or team (i.e. team photographer);
- b) regarded as a highly-qualified photographer within the roller derby community;
- c) affiliated with a non-competing league or team;
- d) indirectly affiliated with a league (competing or non-competing); or
- e) not affiliated with any league and interested in shooting for personal projects.

If you are on assignment for a major media outlet (for example, wire services, networks, cable, etc.) then you should request media credentials instead of photo credentials. An acceptance or rejection e-mail will be sent shortly after you submit your request to us. If the Texas Rollergirls grant you photo credentials, information about when and where to pick up your photo credentials badge will be provided.

CREDENTIAL USAGE

Photo credentials provide access to photography areas at the venue, subject to space and other limitations. Locker rooms and backstage areas are off-limits to all photographers. Your photo credential badge must be worn at all times during the Event, and you will be subject to the direction and/or supervision of the Texas Rollergirls and its designated representatives. Your photo credentials badge is not transferable; you may not give or loan your photo credentials badge to another person for any reason. Any misuse of the photo credentials badge will result in the loss of the photo credentials for the current Event and any future Texas Rollergirls events. Photo credentials do not assure free admission to the Event. The Texas Rollergirls may restrict the use of any equipment at its sole discretion.

PROPRIETARY RIGHTS AND RESTRICTIONS

You may not use, distribute, exhibit, reproduce, adapt, display, or publish any audio or visual accounts of the Event(s), other than in the manner described below. Nothing in this photo credentials agreement authorizes or allows you to violate any trademark, copyright, or other proprietary right of the WFTDA, the Texas Rollergirls, the leagues, the teams, and/or the skaters.

REAL-TIME BOUT COVERAGE RESTRICTIONS

The Texas Rollergirls have exclusive broadcast rights to Texas Rollergirls events and works closely with its official broadcast partner(s) (the “WFTDA Official Broadcaster”). Your photo credentials badge gives you the right to take still photos only. It does not give you the right to record video on your camera. “Real-time” is defined as “live and continuous description of an event.” The “real-time” transmission of streaming video, digital images, text-casting, and/or real-time audio (including play-by-play and statistics) of any Event by anyone other than the Texas Rollergirls or the WFTDA Official Broadcaster is not permitted. The Texas Rollergirls grant you, as a valid photo credentials bearer, the right to distribute photographs of the Events if they are time-delayed, i.e., released at least five (5) minutes after the event depicted in the photograph occurred.

EVENT PHOTOS

If you have been issued Texas Rollergirls Event photo credentials, you have a limited, non-exclusive, and non-transferable license to take and use photographs of the Event as long as such use does not imply an endorsement or sponsorship relationship between a third party and the Texas Rollergirls, the WFTDA, the leagues, teams, and/or skaters.

- The photos you take at an Event are your property. The Texas Rollergirls claim no right to use those photographs without your prior consent. The Texas Rollergirls have a right to view the photos taken at an Event and may request a license agreement with you for use of a photo. Terms of the usage agreement are at the discretion of the photographer and/or media organization.
- You understand that any commercial sale of images from the Event will require model releases from any identifiable person in the image. You are responsible for obtaining the proper releases.
- You agree not to post bout or skater photographs that are not in the spirit of the Texas Rollergirls' values. This includes, but is not limited to, posting bout images to websites that rely heavily on nudity, sexual content, violence, obscenity, and/or websites that advocate illegal behavior or discrimination based on race, gender, and/or sexual orientation.
- You will make every effort to avoid obstructing the view or impacting the safety of any fan, skater, official, or other attendee of the Event.
- Photo credentials do not grant you the ability to shoot on the track. Photo credentials do not grant you access to official photographer designated areas. Photo credentials grant you the right to take photographs from where your seat (general admittance or VIP) allows. You do not have access to other areas of the arena. You do not have access to the skater benches, official photographer areas, locker rooms or any other area not open to the general public. A Texas Rollergirls liaison may provide you with location assignments and restrictions specific to the Event and venue. Due to space limitations, if you obstruct any of the skaters, officials, official photographers, or impede a fan's view while photographing the Event, Texas Rollergirls reserves the right to ask you to stop photographing the Event. If asked by security or Texas Rollergirls representatives to vacate any designated area, please do so promptly.

ASSUMPTION OF RISK AND RELEASE

You assume all risk and danger incidental to the sport of roller derby, as well as any risk or danger reasonably foreseeable while on the grounds of the venue, and you release the Texas Rollergirls, its employees, members, directors, officers, sanctioned tournament and host sites, title sponsors, participating skaters, volunteers, assigns, and all agents thereof from any and all liabilities resulting from injuries or personal property loss occurring before, during or after actual play, or while otherwise at the Event venue or any associated Texas Rollergirls events.

USE OF IMAGE/LIKENESS

In the event that your name or likeness is included in any broadcast, telecast, photograph, film, video, or other media taken in connection with the Events, you grant the Texas Rollergirls a non-exclusive, transferable, perpetual right and royalty-free license to use (and to sub-license the use of) your name and likeness in any media worldwide, whether now known or hereafter devised.

INDEMNIFICATION

You jointly and severally indemnify, defend, and hold the Texas Rollergirls (and its officers, directors, and representatives) harmless from and against any and all claims, actions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs of suit/arbitration) arising out of or in connection with any act or omission by you, including, without limitation, your breach of any term of this agreement. With respect to any claim that might give rise to your liability as an indemnitor, the Texas Rollergirls will (a) have the right to fully participate in the litigation of such claim with counsel selected by you or your organization, and approved by the Texas Rollergirls, at no expense to the Texas Rollergirls; and (b) not be obligated, without its consent, to participate in any settlement of such claim. AGREEMENT You must agree to these terms upon submission of your request for photo credentials for

the Texas Rollergirls Events. Submission of your request and/or acceptance and use of the tournament photo credentials badge constitutes your agreement to abide by the terms and conditions contained herein. Failure to abide by the terms and conditions will result in loss of your photo credentials for the current Event and future Texas Rollergirls events.