What Happened Here? January 2021 Short Story Writing Competition

**LICENSE AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for myself if I am 18 years of age or older, and/or as the Parent or Legal Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a minor (the “Author”), ACKNOWLEDGE that I have voluntarily consented to participate and/or consented and granted permission to allow my minor child/ward to participate in the ANTIOCH PUBLIC LIBRARY DISTRICT SHORT STORY WRITING COMPETITION PROGRAM (the “Program”) with the ANTIOCH PUBLIC LIBRARY DISTRICT (“Library”). For and in consideration of being given the opportunity for me and/or my minor child/ward to participate in the Program and as a condition of my own and/or my minor child/ward’s voluntary participation in the Program, I acknowledge and agree as follows:

1. The short story submitted in the Program (the “Short Story”) is original and unaided. The Author is the sole owner of the Short Story and has the right to license the Short Story as provided herein.
2. The Author grants the Library a non-exclusive, royalty-free worldwide license to publish, reproduce, display, edit, distribute and use, and to authorize the publication, reproduction, display, editing, distribution and use of the Short Story, individually or as part of a collective work, in any form whatsoever, including, but not limited to, in written, electronic, or pictorial form. The Author further grants Library a non-exclusive license to prepare derivative works from the Short Story. The rights granted to Library encompass distribution by agents of Library and other distributors. The rights granted herein are granted forever and throughout the universe. No compensation will be payable to Author at any time in connection therewith.
3. The Author grants to the Library the right to transfer or sublicense the rights granted in this Agreement. The Author specifically authorizes Library to grant the right to undertake and/or authorize the publication, reproduction, distribution, and use of the Short Story in electronic media, computerized retrieval systems, CD-ROM, and other similar forms.
4. The Author represents and warrants that: (1) he/she is the sole author and sole proprietor of all rights in and to any portion of the Short Story; (2) that the Short Story is an original work and not in the public domain; (3) that the Short Story does not violate or infringe on any personal or property rights of others, whether common law or statutory; (4) that the Short Story contains nothing libelous or contrary to law; and (5) that the Author has the full power and authority to enter into this Agreement and to grant the rights stated above.
5. I and/or my minor child/ward are not participating in the Program as an agent, servant or employee of the Antioch Public Library District. I acknowledge and agree that I and/or my minor child/ward are participating in the Program voluntarily and will not be compensated in any way. Further, I agree and understand that I and/or my minor child/ward have not been promised compensation in any form in exchange for participation in the Program
6. I agree to waive, release and discharge from all liability the Antioch Public Library District, its appointed and elected officials, president and trustees, officers, agents, employees and volunteers, and the Library and its officers, employees, subcontractors and agents (collectively the “Library Affiliates”), from any and all claims, rights, damages, causes of action and demands of whatsoever kind or nature, whether known or unknown, which I may have or claim to have against the Antioch Public Library District and the Library Affiliates arising out of, connected with, or in any way associated with my own and/or my minor child/ward’s voluntary participation in the Program. I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of Illinois, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect. Also by entering the Program, I agree to release and hold harmless the Antioch Public Library District from any and all liability for and injuries, loss, claim, action, demand, or damage of an kind arising from or in connection with the Program or Program prize.
7. I further agree to indemnify, hold harmless and defend the Library and Library Affiliates from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I and/or my minor child/ward may have or claim to have, arising out of, connected with, or in any way associated with my own and/or my minor child/ward’s participation in the Program and any activities related to or associated with said Program.
8. I hereby permit, give my consent to and grant permission and authorize the Antioch Public Library District to take photographs, audio and videotapes and recordings of myself and/or of my minor child/ward, and our names and likenesses for publication and use as the Antioch Public Library District deems appropriate. I hereby release and hold harmless the Antioch Public Library District from any reasonable expectation of privacy or confidentiality for myself and for my minor child/ward associated with the published images and recordings. I acknowledge and agree that publication of said photographs, audio, videotapes and recordings confer no rights of ownership or royalties whatsoever and that neither I, the minor child/ward will receive financial compensation of any type associated with the taking or publication of these photographs, audio and video tapes and recordings.
9. I have carefully read and fully understand and agree to the above-stated conditions of participation. I am aware that I am assuming all risks and releasing the Antioch Public Library District and the Library Affiliates from all liability related to my own and/or my minor child/ward’s voluntary participation in the Program, and that this waiver and release of liability agreement is a binding contract between myself and the Antioch Public Library District and sign it of my own free will. I understand that this is a legal document and that I have a right and option of having an attorney review the document before signing it.
10. The Antioch Public Library District reserves the right at their sole discretion to cancel, terminate, modify, or suspend the Program.
11. I have read and understand the Program rules and regulations. The submission of my Short Story, along with my signature (and signature of the parent or legal guardian) below, indicates my acceptance of all rules, regulations, and releases associated with the Program. I represent and warrant that the Short Story submitted is my own creation and that the work does not include nor infringe any third-party intellectual property rights

Signature (Adult / Minor)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Guardian / Parent)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_