

# CANADA'S ALBERTA

## TRAVEL ALBERTA LICENSE AGREEMENT

<b>Releasee Name:</b>	
<b>Program Name:</b>	
<b>Program Description:</b>	
<b>Production Date(s):</b>	
<b>Material Category(ies):</b>	
If applicable: category 2 and/or 3 details	(E.g.: pet/animal name and description; artwork name and description; location/address and building description, including visible logo; make/model/colour of vehicle):

IN CONSIDERATION for my appearance in the Program, as set out herein, I the undersigned (the "**Releasee**") HEREBY GRANT Travel Alberta, its affiliates, licensees, agents, and any others authorized on its behalf and its or their successors and assigns, the right to photograph, record on film, videotape, or audiotape (electronically, or otherwise) (together, the "**Recording**") the material, information and property category(ies) as identified herein (the "**Material**") for inclusion in the Program, and to edit, modify, add to, and/or delete or juxtapose any part of the Material appearing in the Program, to change the sequence of events or any of the questions posed and/or answers given in the portions of the Recording appearing in the Program, to use the Material and Recording in any future productions or programs, and for the Material, Recording and Program to be included in Travel Alberta's multimedia library (MML), under the terms and conditions applicable to the MML as updated from time to time. I hereby waive all moral rights, privacy rights, rights of personality and other intellectual property rights or similar rights.

I hereby grant Travel Alberta, its affiliates, licensees, agents, and any others authorized on its behalf and its or their successors and assigns, the non-exclusive, royalty-free, and irrevocable right, license and privilege under copyright or other right or license enjoyed by me to use, broadcast, cablecast, stream, post, disclose, publish, exploit, reproduce and distribute the Material, Recording and Program in any form or format and in all forms of media, in any and all languages, now or hereafter existing, worldwide and throughout the universe, an unlimited number of times, in perpetuity.

I acknowledge that Travel Alberta has no obligation to use, broadcast, cablecast, stream, post, disclose, publish, exploit, reproduce and distribute the Material, Recording, or the Program. I further acknowledge that I am not entitled to any compensation whatsoever as a result of the Material, Recording or Program, and that I have no right (or waive any such right) to approve the finished Recording or the Program. All rights granted hereunder are freely and fully assignable by Travel Alberta, its affiliates, licensees, successors and assigns. The recording, the Material and the Campaign shall be and remain Travel Alberta's exclusive property. I specifically understand and agree that I shall not retain any ownership rights whatsoever in or to such works. I hereby assign all rights to the Recording, the Material, and the Campaign to Travel Alberta. All rights granted hereunder are freely and fully assignable by Travel Alberta, its affiliates, licensees, successors and assigns.

Any reference to "Travel Alberta" means Travel Alberta and any agents or sub-agents engaged to provide all or portions of services associated with the Program, including but not limited to: promotions organizations, advertising organizations, tour guides, travel professionals, and each of their respective affiliates, parents, subsidiaries, successors, assigns, directors, officers, employees, contractors, volunteers, agents and representatives.

Personal information collected in the Program and this Release is used for the purpose of creating the Recording, producing the Program and fulfilling the purposes of Travel Alberta's mandate as a destination management organization. The Production or its components may be added to the Travel Alberta's Multimedia Library. Personal information in this Release is collected in compliance with section 33 (c) of the Freedom of Information and Protection of

Privacy Act ("FOIP"). Further details on use are located in Travel Alberta's Digital Asset Management System Terms and Conditions, as amended from time to time, which can be accessed on Travel Alberta's website,

[https://taprdsccdn.azureedge.net/cms/-/media/IndustryHub/files/media/ta\\_mml\\_termsconditions-072020](https://taprdsccdn.azureedge.net/cms/-/media/IndustryHub/files/media/ta_mml_termsconditions-072020).

I warrant and represent that the rights granted herein, and the use thereof, will in no way infringe or violate any intellectual property right, personality or right of privacy of any third party and agree to indemnify and save Travel Alberta harmless from all claims, costs, charges, damages and expenses arising from the breach of the above warranty. I hereby release Travel Alberta, its affiliates, agents, employees, licensees, sublicensees, shareholders, directors, officers, representatives, successors, and assigns from all claims that I have or may have for intellectual property infringement, invasion of privacy, defamation, violation of personality rights, or any other cause of action that I may have arising out of the production, distribution, broadcast or exhibition of the Recording, the Material, or the Program. This release shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

**I AGREE that:**

I have read and understood this Agreement, including that I am waiving certain legal rights.  
 I have full legal authority to execute this Agreement (I am 18 years of age or older OR I am the parent or guardian of the Releasee).

<b>Signature:</b>	
<b>Name:</b>	
<b>Date:</b>	
<b>Relationship to Releasee (if Releasee under 18 years of age)</b>	

**SCHEDULE 1**

For the purpose of this agreement, material categories are as follows:

Category 1	Releasee's name, voice, image, likeness, beliefs, opinions or any biographical information Releasee provides to Travel Alberta (ie: age, hometown, comments, etc.).
Category 2	Personal property belonging to the Releasee, or for which the Releasee has authority to license, including but not limited to: pets, animals, vehicles, transportation, musical instruments, artwork or artifacts.
Category 3	Real property belonging to the Releasee, or for which the Releasee has authority to license, including but not limited to: facility(ies), building(s), outdoor spaces, etc.