Friends of Freedom - Terms and Conditions

By submitting the image and written text and in consideration for review of this submission for possible use in the Friends of Freedom promotion, the undersigned individual (“Minor”) and the undersigned parent or legal guardian of the undersigned individual (“Parent”) (individually and collectively, the Minor and Parent are referred to as the “Undersigned”) agree, including the undersigned parent or legal guardian agreeing, on behalf of the undersigned individual, to the following terms and conditions:

1. The Undersigned represents and warrants that the Minor and/or the Parent owns all of the rights, including but not limited to any copyright, in the photographic or electronic images or other representation as well as the written text (“Submission”) submitted to The NRA Foundation, Inc. (“Foundation”) and that the Minor is the person represented in such photographic or electronic images or other representation.

2. The Undersigned grants a non-exclusive license to the Foundation and its assigns to reproduce and use the Submission and irrevocably consents to and authorizes the use and reproduction at any time by the Foundation and its assigns of the Submission, in whole or in part. The Undersigned understands and agrees that such use may include editing by the Foundation and its assigns, including composite or distorted representations; promotion; advertising; or any other purpose whatsoever, including those unconnected to Friends of Freedom, for an unlimited amount of uses over an unlimited time period, and the Undersigned waives any claim or right arising out of such use, publication, or reproduction, including any right of privacy or publicity.

3. The Undersigned understands and agrees that there is no obligation on the Foundation to use the Submission as part of the Friends of Freedom promotion or for any other purpose.

4. The Undersigned consents to the use of the name of the Minor and the disclosure of the Minor’s activities related to the Foundation, including the Foundation’s Friends of NRA program.

5. The Undersigned expressly releases, discharges, and waives any claim against the Foundation and any entity affiliated with the Foundation, including but not limited to the National Rifle Association of America, and any of their officers, trustees, directors, employees, or contractors (“Foundation Parties”) related to Friends of Freedom or the Submission, including any use of the Submission, in whole or in part.

6. The Undersigned shall indemnify, defend, and hold harmless the Foundation and all Foundation Parties against and from any and all claims, liabilities, injuries, damages, costs, losses, or expenses arising out of or in any way related to the Undersigned’s misrepresentations, breach of any of these Terms and Conditions, or any infringement on any intellectual property rights or other rights of a third party.

7. The Undersigned understands and agrees that these Terms and Conditions and any disputes arising under or related to these Terms and Conditions shall be governed by and construed under the laws of the Commonwealth of Virginia, or, if applicable, federal law. The Undersigned agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained exclusively in courts sitting within the Counties of Fairfax or Prince William, Virginia or the City of Alexandria, Virginia. The Undersigned hereby consents to and subjects themselves and, as applicable, the Minor, to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceeding arising hereunder shall lie exclusively with such courts.

8. The Undersigned understands and agrees that these Terms and Conditions are binding upon their legal representatives, heirs, and assigns.

IT IS AGREED:

Minor:                                                                                             Parent:

__________________________________________  ____________________________________________
Signature                                                                                       Signature

__________________________________________  ____________________________________________
Print Name                                                                                      Print Name

__________________________________________  ____________________________________________
Date                                                                                                Date