



Young Art 2021: My World, Our Planet

AUTHORIZATION FOR USE OF ARTWORK

Parent/Guardian: _____
Student: _____
Address: _____
Email Address: _____
Description of artwork (the “**Artwork**”): Student’s submission to the San Diego Museum of Art’s *Young Art 2021: My World, Our Planet* exhibition

The undersigned, on his/her/their behalf and on behalf of the student (collectively referred to as the “**Artist**”), signs this Authorization intending to be legally bound to the following:

1. San Diego Museum of Art and its successors and assigns, assignees, grantees and licensees (collectively referred to as “**Museum**”) hereby acknowledges that the Artwork is the sole and exclusive property of the Artist. Parent/Guardian, on his/her behalf and on behalf of the Student, hereby agrees to provide the Museum the Artwork described above to use, as Museum deems appropriate, and hereby grants Museum a perpetual worldwide, non-exclusive license, with the right to sublicense, to do the following:

(a) to reproduce the Artwork, in whole or in part, on utility boxes owned and/or operated by SDG&E throughout the County of San Diego, and in doing so, to crop and otherwise alter or edit the Artwork, as SDMA (or its contractors) deem appropriate; and

(b) to exhibit, reproduce, modify, publicly perform, publicly display, digitally transmit, disseminate and use any images, copy, recording or reproduction of the Artwork for any purpose, including without limitation press and publicity purposes, scholarly, educational and commercial and non-commercial purposes, for archival purposes and for use in the Museum and on the Museum's website and other internet and social media outlets.

(c) Artist understands that federal law grants certain rights of attribution and integrity of the Artwork (as conferred by Section 106(a), paragraphs (2) and (3) of Title 17 of the U.S. Code, and any other rights of the same nature granted by U.S. federal, state, or foreign laws). Artist hereby waives such rights of the Artwork with respect to the licensed rights specified above exercised by the Museum (or anyone duly authorized by the Museum), including without limitation any exhibition, installation, promotion, marketing and any other Museum activities in which the attribution right and/or the integrity rights of the Artist may be implicated.

(d) Artist understands that, in agreeing to the above, Museum is making no guarantee that Artist's entry will be used for any of the above purposes and there is no obligation on the Museum to do so.

2. Artist further authorizes the use of (i) the Artist's name, image and likeness, and (ii) all photographs, audiovisual materials, writings, statements, and quotations of or by the Artist (the "**Materials**") for any publication or any other material prepared by or on behalf of Museum at any time and for any purpose, including without limitation those related to the *Young Art 2021* exhibition or educational programs.

3. Artist acknowledges that he/she/they will not receive compensation for the use of the Artwork by the Museum, or for the exercise of any of the rights granted herein.

4. Artist represents the following:

(a) Parent/Guardian is the parent or legal guardian of the Student, a minor; and

(b) The Artwork consists of original works of authorship and was created solely by the Student.

5. Artist hereby releases and discharges Museum, its employees, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Artwork and/or Materials.

The undersigned has read the foregoing and fully understand the contents hereof. The Parent/Guardian hereby consents to the foregoing on his/her own behalf and on behalf of the Student. This release shall be binding upon Artist and his/her/their heirs, legal representatives, and assigns.

Signature of Parent/ Guardian _____

Date _____

Please copy original form for each submitted artwork.