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Presenting the 21st Annual All Souls Procession and Other Vital Arts and Cultural Events

**ALL SOULS PROCESSION 2010**

**PHOTO PASS  
RELEASE OF LIABILITY**

- 1) For the purposes of this contract, the photographer / artist / videographer / filmmaker, or anyone receiving a PHOTO PASS from Many Mouths One Stomach shall be henceforth collectively referred to as the Photographer. Many Mouths One Stomach, the organizers of the All Souls Procession Weekend, its officers, representatives, assigns, agents, employees, volunteers, and associates shall be henceforth referred to as MMOS.
- 2) The Photographer shall agree to abide by any and all instructions given by any member of MMOS to include but not limited to fire safety personnel, performers, stage managers, production staff, board members, buckstoppers, coordinators, ushers, etc.
- 3) The Photographer specifically agrees to:
  - A) stay off the stages while there are any performers on them
  - B) when the Photographer moves in to take a shot, after they get their shot they will then move back out of the way to allow other Photographers access to that shot or area
  - C) not block the audiences view of any of the performance
- 4) This PHOTO PASS is only good for the day of the All Souls Procession and in the following areas:
  - A) The area immediately in front of the Grand Finale stages, cordoned off by barricades or tape so the audience can not get too close to the stage. This area is only populated with fire safety personnel, photographers with an MMOS PHOTO PASS, and anyone with an MMOS ALL ACCESS PASS.
  - B) On the scissors lift truck ('cherry picker' type) that is parked back from and with views of the central staging area.
- 5) The Photographer hereby acknowledges that participation in an MMOS event and utilizing an MMOS PHOTO PASS may be arduous, challenging, and inherently dangerous. The danger inherent in using the Photo Pass may include, but is clearly not limited to, falling from heights, being burned by fire, having structures collapse and fall onto them. These are all acts that the Photographer acknowledges could happen to him/her. The Photographer hereby declares that their participation is voluntary and hereby acknowledges that she/he has enough information to make a mature and informed choice to participate. The Photographer understands and accepts that she/he is responsible for their own well-being, and that she/he promises to assume full responsibility for whatever experience she/he creates and/or encounters in the MMOS event and utilizing the MMOS PHOTO PASS is a prerequisite to her/his participation.
- 6) In consideration of, and as part payment for the right to participate, the Photographer will and does hold MMOS completely and totally harmless from all liability, actions, causes of action, debts, claims, demands, damages, judgments, executions, costs, loss of services, expenses, compensation, and any and all other claims and damages whatsoever, both in law and in equity, which the Photographer now has or may arise in the future against MMOS, of any kind and

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**2 0 0 8 M M O S P H O T O P A S S R E L E A S E O F L I B I L I T Y**

P.O. Box 15 \* Tucson, AZ 85702

[www.MANYMOUTHS.org](http://www.MANYMOUTHS.org)



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nature whatsoever whether connected with structures or areas of MMOS', any acts or omissions of MMOS, or any facet of the MMOS event experience.

7) The terms contained herein shall serve as the Photographers waiver of liability of MMOS and assumption of any and all risk on behalf of the Photographer, her/his heirs, personal representatives, successors and assigns for any and all known and unknown personal injuries, emotional trauma, conscious suffering, death, and property damage.

8) In exchange for the MMOS PHOTO PASS the Photographer shooting still imagery agrees to provide MMOS, within 6 weeks, with 2 separate copies of approximately 30-40 of her/his best images in HIGH RESOLUTION JPEG/TIFF format, without any watermark, logo or text, on a CD-RW disk, and access at anytime to their entire collection of imagery taken during this MMOS event. The Photographer shooting moving imagery, to include but not limited to film, video and multi-media, etc., shall provide MMOS, within 6 weeks, with 2 copies of her/his finished work, plus access to her/his entire footage of the MMOS event. However, Photographers employed by established media outlets, such as newspapers, TV stations, etc., shall provide 2 digital copies of their finished and ready to publish work within 1 month. If the Photographer does not follow through with this agreement she/he acknowledges and agrees to the fact that she/he is stealing the intellectual property of MMOS and may be charged with such. And, the Photographer acknowledges that they will NEVER get an ASP Photo Pass again in the future. All Photographers will be honored in a Creative Commons (CC) agreement: *Attribution by*

**I HAVE READ AND UNDERSTAND THIS APPLICATION AGREEMENT AND AGREE TO BE BOUND BY THE TERMS CONTAINED THEREIN.**

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**Print Name**

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**Company**

**Title**

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**Email address**

**Phone Numbers**

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**Signature**

**Date**

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