

POKAGON BAND OF POTAWATOMI INDIANS
Kë Gbëshmen
AUTHORIZATION TO PHOTOGRAPH
(Parent Must Sign)

In consideration for Pokagon Band of Potawatomi Indians (“Band”) permitting the below identified minor (“Minor”) to attend and/or participate in the 2024 Kë Gbëshmen (“Event”) and, for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the below-identified parent, guardian, or custodian (“Parent”), for the Parent, and on behalf of the Minor, agrees as follows.

1. The Parent consents to the Band taking video recordings, audio recordings and photographs (collectively, “Recordings”) of the Minor in connection with the Event, and hereby: (a) grants the Band the absolute right and permission, without compensation, to take, use, post, display, publish, distribute, transmit, and otherwise disseminate all Recordings of the Minor, and the Minor’s name and likeness, in whole or in part, whether distorted in character or form, and without restriction as to change or alteration, for any and all purposes whatsoever, including but not limited to, for purposes of marketing, advertising, publicizing and promoting of any Band program, event or initiative in any form of media (“Permitted Use”); (b) consents to the use of any text or other published matter or image in connection with any Permitted Use; (c) waives any right to inspect or approve the Recordings, any use of the Minor’s name or likeness, and any text or other published matter in connection with any Permitted Use; (d) relinquishes and grants the Band all rights, title, and interests in and to the Recordings; and (e) consents to the Band permitting news organizations, including but not limited to, newspapers, magazines, and radio and television broadcasters to take any Recordings of the Minor in connection with the Event for the purposes of a Permitted Use.

2. **To the fullest extent permitted by law, the Parent, on behalf of the Parent, the Minor, and their respective personal representatives, executors, estates, successors, assigns, and heirs: (a) forever releases, waives, discharges, and covenants not to sue the Band and its officials, employees, representatives, contractors, agents and volunteers (collectively, “Released Parties”) from any and all claims, actions, suits, damages, losses, liabilities, costs, expenses, and fees of every nature whatsoever, which arise, directly or indirectly, in connection with the Band exercising any right granted pursuant to Paragraph 1 above; and (b) shall indemnify and hold the Released Parties harmless from and against any and all damages, losses, liabilities, costs, expenses, settlements, awards, and fees, including reasonable attorney fees, litigation costs, damage awards and settlement amounts of every nature whatsoever, which arise, directly or indirectly, in connection with any claims, actions, or suits of every nature whatsoever brought in connection with the Band exercising any right granted pursuant to Paragraph 1 above.**

3. This Authorization to Photograph (“Agreement”) shall be construed pursuant to the laws of the Band and, to the extent not inconsistent with Band law, the laws of the State of Michigan, but excluding any Michigan law that would render any part of this Agreement invalid or unenforceable. The Band, including the Released Parties, has not waived sovereign immunity in connection with this Agreement and nothing contained in this Agreement shall be construed to waive such sovereign immunity. If a court of competent jurisdiction shall adjudge any part of this Agreement to be invalid or unenforceable, such judgment shall not affect or invalidate any other part of this Agreement.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parent may execute this Agreement by electronic signature and this Agreement may be kept in electronic form, which shall have the same legal effect, validity, and enforceability as a manually executed signature or the use of a paper-based recordkeeping system.
5. The Parent acknowledges and agrees that: (a) that he or she is the parent, guardian, or custodian of the Minor and is authorized to sign this Agreement in the capacity of the Parent; (b) this Agreement is legally binding and enforceable; (b) the Parent has read this entire Agreement before signing; (c) the Parent had the opportunity to consult with an attorney regarding this Agreement; (d) this Agreement contains the entire understanding between and among the Parent and the Band concerning these matters; (e) the Parent is at least eighteen (18) years of age; (f) the Parent is legally competent to execute this Agreement; and (g) the Parent entered into this Agreement willingly, without duress, and with full knowledge of the consequences.
6. This Agreement is effective on the date of Parent’s signature.

THIS AGREEMENT IMPACTS YOUR LEGAL RIGHTS. READ THIS ENTIRE AGREEMENT BEFORE SIGNING.

Parent’s Signature

Print Parent’s Name

Date

Print Minor’s Name

Minor’s Date of Birth

If the Parent desires to request that the Band not post, display, publish, distribute, transmit, or otherwise disseminate any Recordings of the Minor, and the Minor’s name and likeness for Permitted Uses, the Parent may check the box below and by doing so is requesting the Band not engage in the full scope of Permitted Uses regarding Recordings of the Minor, and the Minor’s name and likeness for Permitted Uses:

Please do not post, display, publish, distribute, transmit, or otherwise disseminate any Recordings of the Minor, and the Minor’s name and likeness for Permitted Uses. I understand that by checking this box, the full scope of the above Agreement, including, without limitation, the authorizations and Permitted Uses remains valid, but the Band will endeavor to make reasonable efforts to avoid posting, displaying, publishing, distributing, transmitting, or otherwise disseminating any Recordings of the Minor, and the Minor’s name and likeness for Permitted Uses. However, I acknowledge that the Band isn’t under any obligation to make such reasonable efforts.

Parent’s Signature

Print Parent’s Name

Date

Print Minor’s Name

Minor’s Date of Birth