

IBMS MAGAZINE

Content Release Form and Agreement ("Agreement")

I, _____ agree to bestow, allow, and grant IBMS Magazine and its owners, directors, officers, employees, affiliates, and representatives (hereafter referred to as the "Company"), a perpetual, world-wide, royalty free, non-exclusive, irrevocable license to use, reproduce, edit, change, modify, make derivative works, modify, adapt, publish, republish, translate, download, upload, and/or publicly display ("Use") any or all Content, whether in full or in part, and without any additional prior consent (hereafter referred to as "Content") I submit to the Company and to incorporate such Content into online and offline publications, the Company websites, social medial websites and apps (e.g., Facebook, Instagram, Snapchat, Youtube), and/or other products and/or services of the Company ("Publications"). "Content" includes but is not limited to photographs, video works, audio works, artworks, personal artwork, makeup works, writings, and articles, whether in full or in part, among other things.

I hereby agree and state that:

1. This Release form will cover all my submission/s to the Company until December 31st, 2021.
2. I am the sole creator, owner and copyright holder of the submission/s and have the full right to allow the Company to Use my submission(s) without infringing on the ownership or copyright of anyone else.
3. I understand that the Company has no control over who reads/views the Publications or the amount of readers of the Publications.
4. At its own discretion the Company may actively Use the Content whenever and in whatever media form it chooses including but not limited to the Publications. I further understand that the Company has the right to republish the Content, in whole or in part, in future issues of the Magazine and/or any other Publications, and in other collections of works from the journal and/or anthologies.
5. I will not submit anything that is not rights-free or content that I share the rights to, to the Company without first clearing the use of the Content by the Company in a signed document by other rights holders and submitting those signed documents to the Company via digital transmission or US mail and confirming receipt of all such documents.
6. I represent and warrant that there are no rights, license, or commitments of any nature outstanding in favor of anyone who would or might impair or interfere with the rights granted by me to the Company. I understand and agree that the Company has no liability or involvement, legal or otherwise, with any submission/s that I have not cleared the rights for.
7. I represent and warrant that the Content submission/s has not been previously published, in whole or in part, except as I have informed the Company in writing before executing this Agreement.

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8. I represent and warrant that no other agreement to publish the Content is now outstanding, except as I have informed the Company in writing before executing this Agreement.

9. I represent and warrant that (1) the Content is free of libel or libelous innuendo, contains no statement known by me to be false, and is in no other way harmful, (2) I have the legal power to enter into this agreement, and doing so will not violate any other agreement, (3) I have the right and authority and have obtained all necessary consents required to use the Content in connection with the Publications, and (4) I will comply with all laws. I understand that the employees, editors and/or legal representatives of the Company will not be held liable for any legal issues including, but not limited, for those arising out of false statements made by me about the Content or my inability or ignorance in clearing the rights with any other right holders of my submitted Content.

10. I will defend, indemnify and hold the Company and its owners, affiliates, directors, officers, employees, suppliers, consultants, contractors and agents harmless from and against any and all actual or threatened claims, suits, actions or proceedings, including all related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, "Claims") arising out of or relating to: (a) my breach of this agreement or any representation or warranty made by me herein; (b) my negligence or willful misconduct; (c) the Content (including, without limitation, Claims alleging that the Content violates or misappropriates the intellectual property rights or other rights of any third party); and/or (d) any violation of any law by me.

11. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT MAKE ANY WARRANTIES THAT THE PUBLICATIONS ARE FREE FROM ANY BUGS, ERRORS OR OMISSIONS.

12. Exclusion of Consequential and Related Damages. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF YOUR DATA (OR ANY DATA RELATED THERETO) OR ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR THE PUBLICATIONS REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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13. Limitation of Liability. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$100. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THIS AGREEMENT.

14. I understand and agree that the Company may need to edit my Content submission(s) and hereby grant a permission to the Company to do so at any time.

15. I understand that the Company may or may not use my Content, or may decide to use only a portion of my Content, but by entering into this agreement I have given the Company the option to use the Content in their Publications, whether in full or in part, and without any additional prior consent, perpetually.

16. I understand that once printed or downloaded the Content is embedded perpetually in the end users copy of the Content, with no way for the Company to retrieve or stop access to the Content, hence the perpetual release of rights is essential for the Company to use my content in its publications in any medium or format.

16. I understand that parts of my submissions will be used in print, digital magazine published by the Company, otherthe Publications for various forms of online, social media and print advertisements, website banners, email and mail promotions and any other form of advertisement the Company deems necessary to promote the publications of the Company. I hereby agree to allow the Company to do so and access to Print Resolution Images or other high and low resolution formats of the Content for aforementioned usage completely free of charge and pursuant to the same license detailed herein.

17. Upon publication of the Content, the Company grants to you, free if any charge, the right to republish the Content in an unrevised form that may not be revised in any way, in any language, in any volume consisting entirely of your own work, or in any work that you edit and without any changes or modifications, provided that the Company is notified of such use in writing (email to editor@ibmsmag.com suffices) in advance, and the Content carries the proper copyright notice and acknowledgment of its original publication by the Company.

18. I understand that once Content submission/s is made by me and approved by the Company, the Content cannot be withdrawn.

19. I understand and agree that the Company does not supply a free copy of the Magazine or any other Publication and I am responsible for purchasing an issue(s) and copy(ies). In addition, I understand and agree that the Company does not guarantee print copies, digital copies, and/or any other compensation for me or any individuals in the Content submissions.

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20. I understand and agree that I have reviewed the original Content submission(s) and any and all persons depicted or participated in creation of the Content submission(s) are over the age of 18 and have full legal capacity. I further understand that the Company reserves the right to request proof of age of any and all person depicted or participated in creation of the Content at any time. I further understand that this certification shall also apply in instances where the owner/copyright holder is also depicted in the Content submission(s).

21. If the Content submission(s) containing nudity or partial nudity, I agree to submit scanned copies of age verification documents for each and every person included in such depictions and pictures along with my Content submission(s).

22. Governing Law; Venue. This agreement will be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without regard to its conflict of law principles. The parties irrevocably consent to the jurisdiction of the state and federal courts in Palm Beach County, Florida, U.S.A. for the resolution of any disputes or conflicts arising out of or related to this agreement.

23. Assignment. This agreement may be assigned or transferred by the Company without consent. Subject to the foregoing, this agreement will be binding upon and will inure to the benefit of the Company and their respective representatives, heirs, administrators, successors and permitted assigns.

24. Relationship of Parties. Neither party will, for any purpose, be deemed to be an agent, franchiser, franchisee, employee, representative, owner or partner of the other party. The relationship between the parties will solely be that of independent contractors.

25. Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner which ensures that all transactions contemplated hereby are fulfilled.

26. No Waiver. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or affect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this agreement.

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IN WITNESS WHEREOF, I have read, understood, and caused this Agreement to be executed.

Signature: _____

Date: _____

Full Legal Name:

Company Name (if applicable):

Pseudonym (if applicable): _____

Mailing Address (no PO Box):

Mailing Address Cont'd (no PO Box):

City: _____ State: _____

Country: _____ Zip: _____

Phone Number: _____

Alternative Phone Number: _____

Email Address: _____

Alternative Email Address: _____

Please attach age verification documents for all participants in your submission(s) along with this agreement for all content containing nudity or partial nudity.