

## ICON Magazine Content Release Form and Contract

I, \_\_\_\_\_ agree to bestow/allow ICON Magazine, LLC (hereafter referred to as “The Company”), a perpetual, worldwide, royalty free, exclusive, irrevocable license to use, reproduce, modify, adapt, publish, translate and publicly display any or all Content (hereafter referred to as “Content”) that I submit to The Company, and to incorporate such Content into publications of The Company.

“Content” includes but is not limited to photographs, personal artwork, writings and articles, among other things. I hereby agree and state that:

1. I am the sole creator, owner and copyright holder of the submission/s and have the full right to allow The Company to publish my submission/s without infringing on the ownership or copyright of anyone else.
2. I understand that The Company has no control over who reads/views The Company’s publications or Websites, nor over the amount of readers of The Company’s publications/websites.
3. The Company will actively publish the Content whenever and in whatever media form they choose, including, but not limited to, online and social media websites such as Facebook etc., mobile and print modes of publication. I further understand that The Company has the right to republish the Content, in whole or in part, in future issues of the Magazine, in collections of works from the journal and/or anthologies.
4. I will not submit anything that is not rights-free, or content that I share in the rights to, to The Company without first clearing the use of the Content by The Company in a signed document by all other rights holders, and submitting those signed documents to The Company via digital transmission or US mail, and confirming receipt of all such documents. I understand that if I do not do so, and legal issues arise among ION Magazine and others with rights to the images or content I submitted to ICON Magazine, that I, the person submitting, will be held legally responsible for any damages assessed against ICON Magazine as well as any and all legal fees incurred by ICON Magazine, LLC in defense of such claims. should any legal disputes of any kind arise.
5. 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 submissions that I have not cleared the rights for.
6. I represent and warrant that the Content submission has not been previously published, in whole or in part, except as I have informed The Company of in writing.
7. I represent and warrant that no other agreement to publish the Content is now outstanding, except as I have informed The Company in writing.
8. This Release form will cover all my submissions to The Company until Dec 31, 2022.

**1/3 Photographer/Content Owner’s Initials (\_\_\_\_\_)**

9. I represent and warrant that 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. I understand that ICON Magazine, the Company in whole and/or in part, it's employees, editors and or legal representatives of The Company will not be held liable for any legal issues 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. I further understand and agree that a broad spectrum of laws may or may not transcend borders. I further understand and agree that I will be held liable for not complying with the laws where I currently reside as well as the laws associated with the United States of America, as this is where the Company, ICON Magazine, LLC is owned and operated.

10. I understand and agree that The Company may need to edit my Content submissions.

11. 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 publication, perpetually.

12. I understand that once printed or downloaded, 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.

13. I understand that parts of my submissions will be used in print & digital magazines published by the Company and 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 access to Print Resolution Images of my Content for the aforementioned usage completely free of charge.

14. Upon publication of the Content, The Company grants to me, the submitter, without 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 my own work, or in any work that I edit, provided that The Company is notified of such use, and the Content carries the proper copyright notice and acknowledgment of its original publication by The Company.

15. I understand that once Content submission is made by me and approved by The Company, the Content cannot be withdrawn.

16. I understand and agree that The Company does not supply a free copy of the printed magazine, and that I am responsible for purchasing an issue if I desire one. In addition, I understand and agree that The Company does not guarantee print copies, or digital copies for me or any other individuals involved in the Content submissions. I understand that The Company will provide me with digital tear sheets, free of charge.

**2/3 Photographer/Content Owner's Initials (\_\_\_\_\_)**

17. I understand and agree that I have reviewed the original Content submission, and that any and all persons depicted in the Content submission are of the age of 18 or older or if they are under 18, I have included a model release form signed by the minor model's custodial parent agreeing to ICON Magazine being allowed to publish images depicting that minor model.

I further understand that The Company reserves the right to request proof of age.

I further understand that this certification shall also apply in instances where the owner/copyright holder is also depicted in the Content submission.

I further understand and agree that if I fail to verify and confirm the identity and age of each and every person whose likeness is included in the content, that it will result in direct negligence on my part, and in doing so I agree willingly to hold ICON Magazine, LLC harmless and to cover all damages assessed, and any and all legal expenses incurred by The Company in defending against any legal actions arising out of my negligence. I further understand and agree that a broad spectrum of laws may or may not transcend borders.

I further understand and agree that I can be held liable for not complying with the laws where I currently reside, as well as with the laws associated with the United States of America, as this is where the Company, ICON Magazine, LLC is owned and operated.

18. In the case of Content submissions 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). I understand and agree that if I fail to verify and confirm the identity and age for each and every person that it will result in direct negligence on my part and that by doing so I agree willingly to hold ICON Magazine, LLC harmless and to cover all damages assessed, and any and all legal expenses incurred by The Company in defending against any legal actions arising out of my negligence. I further understand and agree that a broad spectrum of laws may or may not transcend borders. I further understand and agree that I may be held liable for not complying with the laws where I currently reside, as well as with the laws associated with the United States of America, as this is where the Company, ICON Magazine, LLC is owned and operated.

**Read and agreed:**

**Legal Name:**

\_\_\_\_\_  
**Pseudonym (if applicable):** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Postal Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Please attach age verification documents along with this agreement for all content containing nudity or partial nudity (Driver's license and model's release required).

**3/3 Photographer/Content Owners Initials (\_\_\_\_)**