

**UNITED STATES AIR FORCE ACADEMY
ASSOCIATION OF GRADUATES**

AUTHORIZATION, RELEASE AND WAIVER FORM

I hereby give permission to the United States Air Force Academy Association of Graduates “USAFA AOG”), the Class of 1973 History Project (“Class of 1973 HP”), the USAFA Center for Character and Leadership Development (“USAFA CCLD”)(collectively “USAFA 1973 History Project”) to use of my written submission and/or images/photographs as set forth herein.

A. Consideration

As a member of the Class of 1973 entering the USAF Academy in June of 1969 (“Member”), I hereby acknowledge the benefits I personally received from that experience and throughout my career represent sufficient and adequate consideration to voluntarily provide written detail of my experience(s) (“submission”) in order to benefit the USAFA 1973 HISTORY PROJECT and the future leaders of our country. I hereby acknowledge that I will not receive any financial remuneration or any other consideration for my written submission and images/photographs submitted or use of my image in any publication related to my submission.

B. Grant/Authorization of Use of Materials and Images

Subject to the **Right to Review** set forth below:

1. I hereby authorize the USAFA 1973 HISTORY PROJECT to edit, alter, copy, exhibit, distribute and publish in print, and on the World Wide Web this material for purposes of publicizing and enhancing USAFA 1973 HISTORY PROJECT programs related to Character and Leadership; and

2. I irrevocably grant to the USAF 1973 HISTORY PROJECT and its assigns, licensees, and successors the right to use my written submission and any images/photographs in all forms and media including composite or modified representations for all purposes, including advertising, recruitment, charitable or commercial purpose throughout the world and in perpetuity.

C. Right to Review

Unless I waive this right in writing, I reserve the right to review my submission for factual accuracy before any publication, provided that any corrections I make must be provided to the USAFA 1973 HISTORY PROJECT within thirty (30) days of the date I am notified that my submission is in a final edited form and approved for publication. As defined herein, publication means the issuance of a written article or book or other written work for public sale. With respect to this notice requirement, I will agree to provide timely changes to my contact information to the USAFA 1973 HISTORY PROJECT. I further understand if I do not make any factual revisions to the final edited form of my submission, I forever waive my Right to Review.

D. Other Understandings

By signing this document, I further understand that:

(1) the materials will be primarily used only for nonprofit educational and charitable purposes; however, it is possible that the materials and images submitted may have commercial value to the USAFA 1973 HISTORY PROJECT and my grant of permission/authorization extends to such use;

(2) any proceeds, after recuperation of costs, from the sale of published materials or printed matter submitted in accordance with this Authorization shall be used to support the mission of the USAFA 1973 HISTORY PROJECT or shall be donated to the USAFA AOG or other approved USAFA supporting 501(c)3 organization for educational, benevolent, and charitable purposes.

(3) any and all proceeds from the sale of published or printed matter containing the materials shall be used to support the mission of the USAFA 1973 HISTORY PROJECT;

(4) all materials submitted will become the property of USAF 1973 HISTORY PROJECT, stored in a place chosen by USAFA 1973 HISTORY PROJECT and will not be returned to me;

(5) the Class of 1973 HP, the USAFA CCLD, and the USAFA 1973 History Project are unincorporated, not-for-profit associations, intentionally not recognized under the laws of Colorado and are guided by the principals of good faith, fair dealing, trust and accountability and with a common purpose of educating cadets and other military members in concepts and virtues of leadership and character.

(6) this authorization is continuous and may only be withdrawn by my specific written rescission of this Authorization addressed and delivered to the USAFA 1973 History Project.

E. Grant of Publishing Rights (Intellectual Property)

I hereby grant and assigns to the USAFA 1973 History Project, its successors, representatives, and assigns, the sole and exclusive right to publish (i.e., print, publish, and sell) the submission described herein in the English language in all forms in the United States of America, its territories and dependencies, and Canada, including during the full term of any copyright and any renewals and extensions thereof, except as specifically provided under the Right to Review, paragraph C. above.

I agree and understand that the USAFA 1973 History Project shall have the sole and exclusive right to publish or to license the submission for publication in the English language or in any other language in the United Kingdom and in any other foreign country, except as specifically provided under the Right to Review, paragraph C. above.

F. Certification of Images/Photographs

I certify that all images /photographs submitted are not the product, nor are they owned by, any professional photographer or graphic artist or any publisher and are not protected by any copyright restrictions and/or that I have full authority to release said images/photographs to the USAFA 1973 HISTORY PROJECT.

G. Assignment to Other Entities

All rights associated with the materials, including images/photographs, submitted in accordance with this Authorization may be assigned by the USAFA 1973 History Project to another non-profit entity with appropriate authorization by its governing body.

H. Release

I release the USAF 1973 HISTORY PROJECT and its assigns, licensees, and successors from any claims that may arise regarding the use of my written submission or my image or photographs, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. The USAF 1973 HISTORY PROJECT is permitted, although not obligated, to include my name as a credit in connection with the publication of my written submission and/or images/photographs.

I. Waiver

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy versions of my image used for publication or the written copy that may be used in connection with the images.

I waive any right to royalties or other compensation arising or related to the use of the submitted materials.

J. Hold Harmless

I hereby hold harmless and forever discharge the USAFA 1973 HISTORY PROJECT from all claims, demands, liability and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. Additionally, I hereby hold harmless the USAFA 1973 HISTORY PROJECT from its use of any and all images/photographs submitted in accordance with this authorization.

I have read this Authorization, Release and Waiver before signing below and I fully understand the contents, meaning, and impact of this Authorization, Release and Waiver.

Dated this _____ day of _____, 20____.

Member Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Email: _____