



Release and Waiver

In consideration for the opportunity to submit my essay to participate in the Smithsonian Astrophysical Observatory (also noted as the Smithsonian Institution) and KGVY's (the sponsors) "Star Stories" program, and for other good and valuable consideration, I irrevocably give the Smithsonian Institution and its assigns, and KGVY radio and its assigns, the right and permission to use, copy, alter, distribute, publish, broadcast, and display my Essay that I have submitted and any resulting audio recordings; photographs and images of me that I have provided or that they will create; my voice and likeness; my name; the city and county in which I live; and other information and material included in my entry application or provided throughout the program process, on web sites and social media belonging to the Smithsonian and its assigns and to KGVY and its assigns, elsewhere on the internet, in written publications for giveaway or purchase through the Smithsonian or KGVY, in advertising and promotional materials, in museum exhibits, live or played back on the radio or via podcast, and in any other medium or format for any purpose related to the Star Stories series, and any resulting exhibits, publications, and other materials in perpetuity.

I acknowledge and agree that all submissions, whether selected as finalists or not, in the Star Stories program, may be used for the above purposes. I acknowledge and agree that if my submission is selected as a finalist in the program, my story may be professionally recorded at the expense of the sponsors and that I will incur no cost.

I waive any right to royalties or other payment for the use of my Essay, photo, video or audio, and I also waive the right to inspect or approve the Smithsonian Institution or KGVY's use of my essay, photo, video or audio, and other materials that the sponsors may use with them. I attest that there is no copyrighted material in my essay and that the story is my own in its entirety. I release and waive and agree to hold harmless the Smithsonian Institution and its assigns, and KGVY radio and its assigns, from any claims, damages, or liabilities resulting from their use of my essay, and I agree not to bring any such claims against the released parties at any time in the future. This includes, but is not limited to, claims for violation of publicity rights and privacy rights, claims based on moral rights, claims for intrusion, claims for defamation, claims for fraud, claims for infliction of emotional distress, and claims for copyright or other intellectual property infringement, whether those claims may be based on statutes or the common law.

I represent and warrant to the Smithsonian Institution and its assigns and to KGVY radio and its assigns that:

- The essay is my original work.
- I have not granted anyone else any rights to use, distribute, publish, broadcast, or display my essay.
- I have the full right and authority to execute this Release and Waiver.
- I have all rights necessary to grant the rights, waivers, and releases granted in this Release and Waiver.
- I have read this Release and Waiver and I fully understand it.
- All statements and information included in my Entry, Essay and other statements and information I provided to or will provide to the Smithsonian Institution and KGVY are true and complete.

Print Name: _____ Date: _____

Signature: _____

All individuals under the age of 18 REQUIRE a parent or legal guardian to legally waive:

Print Parent/Legal Guardian Name: _____ Date: _____

Parent/Guardian Signature: _____