

O'HARE MOMENTS CAMPAIGN

CONTENT SUBMISSION RELEASE AND AGREEMENT

Purpose

Participant desires to voluntarily submit photo(s), video(s), story(ies), or other materials ("Submission") as part of the O'Hare Moments Campaign (the "Campaign") conducted by the CDA to commemorate O'Hare International Airport's 70th anniversary and to support related marketing, public relations, and community engagement initiatives.

Grant of Rights

Participant hereby grants to the City and the CDA a perpetual, worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to use, reproduce, distribute, display, publish, perform, transmit, adapt, edit, modify, and otherwise use all or any portion of the Submission, in any and all media now known or hereafter developed, for purposes consistent with CDA's communications, marketing, public relations, promotional, or educational activities. This includes, but is not limited to, use on websites, social media platforms, print publications, videos, broadcasts, advertising, and public displays, with or without credit to the Participant.

Ownership and Authority

Participant represents and warrants that:

- a. Participant is the sole owner of all rights in the Submission and has full authority to grant the rights set forth herein;
- b. The Submission does not infringe upon or violate any copyright, trademark, privacy, publicity, or other rights of any third party; and
- c. All individuals identifiable in the Submission have granted permission for their likeness or story to be publicly shared and used as described in this Release.

No Expectation of Compensation

Participant understands and agrees that no compensation or consideration shall be due for use of the Submission or any derivative thereof.

Right to Edit or Decline Use

The City and CDA reserve the right, in their sole discretion, to decline to use or to remove any Submission for any reason, including but not limited to content deemed inappropriate, infringing, or inconsistent with the Campaign's purpose or City policies.

Indemnification

Participant agrees to indemnify, defend, and hold harmless the City of Chicago, the CDA, and their officers, employees, agents, and assigns from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or relating

to the Submission, the Participant's breach of this Release, or the City's authorized use of the Submission.

Governing Law and Venue

This Release shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Any disputes arising under or in connection with this Release shall be resolved exclusively in the courts of competent jurisdiction located in Cook County, Illinois.

Entire Agreement

This Release constitutes the entire agreement between the Participant and the City regarding the Submission and supersedes any prior understandings or representations, whether oral or written. No modification or waiver of any provision shall be effective unless in writing and signed by both parties.