

## Release and Indemnification

### REALIA Project

*Rich Electronic Archive for Language Instruction Anywhere*

This Release and Indemnification relates to the materials, in whatever form, and all associated content as identified in the attached Exhibit A. These materials are hereafter referred to as the "Materials." I the undersigned contributor hereby agree to, certify and warrant as follows:

I hereby grant to REALIA an exclusive, royalty-free and perpetual right to use the Materials anywhere in the universe and to distribute them in complete or partial form, on or in CD-ROM, videocassette, broadcast, webcast, World Wide Web, cablecast, laserdisc, printed materials, multimedia and any other media format now or hereafter known.

I understand that subject to the terms and conditions of this release and indemnification, I retain the copyright to these materials and a nonexclusive right in the Materials and may display and present the Materials, and create new or derivative work based on the Materials so long as such use does not substantially interfere with REALIA's use of the Materials. Substantial interference to be determined by REALIA.

I represent and warrant that I own the copyright to all Materials as set forth in Exhibit A. I am the sole owner of the Materials and no third party has any claim to the Materials. I have not done and will not do anything that impairs the Materials or interferes with REALIA's use of them. I know of no claim that the Materials infringe nor of any right in any other work or person that the Materials violate. In addition, I have identified and provided REALIA with the appropriate approval for the use of any third party works or images that are used in the Materials.

I hereby grant REALIA permission to use my name and associated contact information to promote and in association with these Materials or any work based upon them.

I agree to defend, indemnify, and hold REALIA harmless from all allegations or claims including all costs, expenses (including reasonable attorneys' fees), liabilities or judgments relating to the Materials or my breach of this Release and Indemnification.

I hereby acknowledge that REALIA bears no responsibility whatsoever for protecting my work against infringement by any third party of my copyright interests or other intellectual property rights or other rights I may hold in such work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement.

I hereby release and discharge REALIA from any and all claims and demands arising out of or in connection with the use of the Materials, including any and all claims for copyright, libel or invasion of privacy. I agree that this release and indemnification shall be governed by Georgia law and that any litigation related thereto shall be brought in the State of Georgia, U.S.A.

I am 18 years of age or above and have the right to contract in my own name. I have read this form in its entirety and fully understand its contents. This release and indemnification shall be binding upon me and my heirs and legal representatives. I further understand that as used in this document the terms REALIA and REALIA Project include assigns, agents, employees, contractors, successors, sublicensed distributors, agents, and any and all volunteer individuals and entities associated with said project.

**Signature of Contributor:**

\_\_\_\_\_

**Name as I wish it to be used by REALIA:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

\_\_\_\_\_

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

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

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**Exhibit A**  
**Description of Materials**