



## NON-EXCLUSIVE LICENSE AND WAIVER OF MORAL RIGHTS

PLEASE READ THE FOLLOWING CAREFULLY. If you have any questions, have them answered by a Windsor-Detroit Bridge Authority (“WDBA”) volunteer BEFORE signing this document.

Name of participant: \_\_\_\_\_

Name of custodial parent and/or legal guardian (if participant is under 18 years): \_\_\_\_\_

I, (we), have read and understood the terms herein and signed this day by me in respect of the participation in the following WDBA event, which is open to children:

Title of Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_

In consideration of participating (allowing my child to participate) in the WDBA event, I hereby warrant and agree as follows:

1. I, (we) hereby represent and warrant (i) I (my child/ward) am (is) the sole author and owner of any and all copyright and other related rights in the design (the “Works”); (ii) the Works are wholly original and I (my child/ward) am (is) the sole author and creator of the Works and controls all rights in and to the Works and all elements; (iii) the Works and all elements thereof do not infringe upon the rights of any third party and the reproduction, publication, distribution or other making available of the Works by WDBA will not infringe upon the rights of any third parties; and (iv) I (my child/ward) am (is) submitting the Works to WDBA voluntarily.
2. I, (we) understand and agree, on behalf of myself (my child/ward), his/her heirs, assigns, personal representatives and next of kin, myself, my heirs, assigns, personal representatives and next of kin that my execution of this document constitutes:
  - A grant to WDBA a non-exclusive, worldwide, irrevocable, perpetual licence to produce, reproduce, make available, distribution, convert, modify and create derivative works from the Works for any advertising, promotional or other related purposes that WDBA in its sole discretion may elect, together with the right to sub-license such rights to any agent or affiliate of WDBA.
  - A waiver in favour of WDBA and all others claiming through WDBA any and all moral rights (or rights of a similar nature) that I (my child/ward) now owns or enjoys or could ever own or enjoy throughout the world.
  - A full and final release and waiver of liability and all claims, including without limitation all moral rights (or rights of a similar nature), that I (my child/ward) may have or may in the future have against WDBA, and its directors, officer, employees, guides and representatives, advertisers, other participants, sponsors (the “Releasees”) from any and all liability for loss, damage, injury or expense that I (my child/ward) may suffer, or that his/her next of kin may suffer as a result of his/her participation in the WDBA event.
  - An agreement to indemnify, and save and hold harmless the Releasees, and each of them from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them.



3. I, (we) have read and understand this agreement and I am aware that by signing this agreement I am waiving certain substantial legal rights which I (my child/ward), heirs, next of kin, executors, administrators and assigns may have against WDBA and the Releasees. I sign this document voluntarily and without inducement.

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Participant (if over 18 years)

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Witness to Signature of Participant

\_\_\_\_\_  
Printed name of Witness

\_\_\_\_\_  
Signature of Parent/Guardian (if under 18 years)

\_\_\_\_\_  
Printed name of Parent/Guardian

\_\_\_\_\_  
Signature of Witness to Signature of Parent/Guardian

\_\_\_\_\_  
Printed name of Witness