

**JOHNS CREEK SMALL BUSINESS APP COMPETITION
STUDENT RELEASE**

This Release (together with the Contest Rules, as defined below, collectively, this “Agreement”) is a legal agreement between the Contest (defined below) participant and his or her parent or legal guardian listed below and executing this Release (and any references in this Release to “you,” “your” or similar designation, or the “undersigned,” refers , collectively, to such participant and his or her parent or legal guardian) and the Johns Creek Convention and Visitors Bureau and Johns Creek Advantage (collectively, “Johns Creek,” and sometimes referred to in this Release as “we,” “our” or similar designation) and governs your participation in the mobile application (“App”) development contest sponsored and administered by Johns Creek (the “Contest”).

In consideration of your participation in the Contest, by your execution below and the participant’s submission (either individually or jointly with other participants) of an App to the Contest, you acknowledge and agree as follows:

1. You have received, read and understood all eligibility requirements and all other terms included in the official rules published or otherwise distributed by Johns Creek in connection with the Contest (the “Official Rules”), including, without limitation, those regarding required features or functionality of the App, limits on the number of participants that may jointly submit a single App and the requirements regarding the residency of such participants. You agree to comply with abide by such Official Rules and the decisions of Johns Creek with respect to the Contest, which shall be final and binding in all respects, and understand that your failure to comply with the Official Rules may result in your (or your team’s) disqualification from the Contest.

2. By posting, uploading, inputting, providing or submitting any information, data or materials, including, without limitation, any App, (individually or collectively "Submissions") to the Contest, you grant Johns Creek and its affiliated entities, organizations and sub-licensees (collectively, the “Released Parties”) a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Submissions, in all media now known or hereafter developed, unless otherwise prohibited by any applicable law or regulation. The Submissions will be treated as being non-confidential and nonproprietary, and we assume no obligation to protect confidential or proprietary information from disclosure. Without limiting the foregoing, we will be entitled to unrestricted use of your Submissions in any and all media, now known or hereafter devised, throughout the universe, in perpetuity for any purpose whatsoever, commercial or otherwise, without compensation or credit to you or any other provider, author or owner of your Submissions. You understand that your Submissions shall not be returned to you.

3. You further grant the Released Parties the right and permission to use the participant’s name, together with any graphics, photographs, videos or other media containing the participant’s likeness that are obtained or taken by or on behalf of Johns Creek or otherwise provided to Johns Creek by you in connection with the Contest (each, an “Image”). This authorization includes the right for the Released Parties to reproduce, copy, publish, distribute, transmit, or broadcast the participant’s name and the Images any number of times for promotional, advertising, and marketing purposes connected with the Contest or any Submissions, in any project or medium, without any compensation paid to you.

4. By posting, uploading, inputting, providing or submitting Submissions or any Images, you warrant and represent that you own or otherwise control all of the rights to your Submissions and the Images necessary to grant the licenses and rights granted herein. You acknowledge that, by submitting an App or other Submissions to the Contest, no confidential, fiduciary, contractually implied or other relationship is created between you and Johns Creek other than pursuant to this Agreement or as established by applicable law or regulations.

5. You represent, warrant and covenant that no Submission to the Contest will contain any content that: (i) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent (including via use of asterisks or other masking characters to disguise profane or obscene words), (ii) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iii) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, moral rights or any other proprietary right, (iv) contains a virus or other harmful component, (v) contains any information, software or other material of a commercial nature, (vi) contains advertising, promotions or solicitations of any kind, or (vii) constitutes or contains false or misleading indications of origin or statements of fact.

6. You hereby agree to indemnify and hold Johns Creek and each of their respective directors, officers, agents, employees, information providers, partners, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties (including, without limitation, reasonable attorneys' fees and costs) in connection with any claim arising out of or related to (i) your Submissions or Images, (ii) any breach by you of this Agreement (including, without limitation, paragraph 5); (iii) your negligence or willful misconduct; or (iv) your participation in the Contest. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without our written consent.

7. You understand the risks of participating in the Contest and hereby assume all risks inherent in or arising from your participation in the Contest (including, without limitation, any risks of bodily injury, death or property damage). On behalf of your heirs, successors, assigns, agents, employees, and representatives, you hereby irrevocably release and forever discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, that you may now own or hold, have previously owned or held, or may in the future own or hold by reason of any matter, cause or thing whatsoever in connection with your participation in the Contest or the Released Parties' exercise of their rights hereunder (including, without limitation, any claim for any alleged or actual infringements of any proprietary rights in connection with any Released Party's use of any Submissions or the Images), even if caused by any negligence or any other unintentional wrongdoing of the Released Parties. You understand and agree that the release contained in this paragraph encompasses all known and foreseeable claims and unknown and unforeseen claims against any of the Released Parties arising out of your participation in the Contest.

8. You may seek advice from legal counsel before signing this Agreement. By signing this Agreement, you acknowledge that you have either sought the advice of legal counsel or now intentionally waive the opportunity to talk to a lawyer. You acknowledge and agree that this Agreement is the full, complete and final agreement with regard to your participation in the Contest. If any provision of this Agreement is declared invalid, such provision shall be severable and the remaining provisions remain enforceable. This Agreement is a private contract entered into in Georgia and is governed by Georgia law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

PARTICIPANT:

PARENT/GUARDIAN:

Print Name: _____

Print Name: _____

Date: _____

Date: _____