



Crazy Horse Memorial

PROPERTY CONSENT AND RELEASE

This Agreement is between the Crazy Horse Memorial Foundation, a non-profit South Dakota corporation having an address at 12151 Avenue of the Chiefs, Crazy Horse, South Dakota 57730-8900 (“Crazy Horse”), and _____ having an address at _____ (“Permittee”).

Background

Crazy Horse owns several copyrights and trademarks and retains the exclusive rights to several works of art relating to Crazy Horse Memorial. Commercial reproduction of these copyrighted works without the prior written permission of Crazy Horse is prohibited.

Permittee wishes to create film, video, photographs, artwork, or some other type of work relating to Crazy Horse Memorial. The resulting works (in whatever media, whether currently known or unknown) are collectively referred to as the “Works” in this agreement.

Terms of Agreement

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Crazy Horse grants to Permittee the right and permission to create the following Works and to use the Works only in the following way(s):

2. Crazy Horse grants to Permittee permission to enter and use the property located at Crazy Horse Memorial for the purpose of creating the Works. Permittee may place all necessary equipment on the property, subject to the final approval of Crazy Horse. Permittee agrees to remove all equipment promptly and agrees not to impair or damage the property in any way.
3. Permittee agrees to comply with the *Photography At Crazy Horse Memorial And Use Of Website Contents Policy*, attached as Exhibit A.
4. Permittee acknowledges the validity of Crazy Horse's copyrights and trademarks and Crazy Horse's ownership of its copyrights and trademarks. Permittee agrees not to challenge or question the validity, ownership or enforceability of Crazy Horse's copyrights, trademarks, trade secrets and other rights.
5. Except as permitted in Paragraph 1, Permittee will make no use, license, publication or distribution of the Works, and will not create any derivative work relating to the Works, without the prior written consent of Crazy Horse.
6. Permittee warrants that all necessary releases, permissions and licenses for the creation of the Works, including releases from any model depicted in any of the Works, have been obtained. Permittee warrants that each of its employees or subcontractors has agreed to the provisions of this agreement. Permittee warrants that its activities will not violate or infringe upon the trademark, trade name, copyright, artistic or other rights of any third parties.
7. Permittee understands the risks of being on Crazy Horse mountain, and will take all necessary steps to ensure the safety of Permittee and others. Permittee releases and indemnifies Crazy Horse and its affiliates, successors, licensees, assigns, employees, directors, executives, and guests from any claims, damages, costs, expenses and possible liabilities relating to Crazy Horse or relating to the Works.
8. Permittee will take no action that may reflect adversely on Crazy Horse.
9. Permittee will provide five (5) copies of any published item that incorporates or refers to the Works to Crazy Horse for its own use and archival record. These copies include photographs, films, audiovisual materials, promotional materials, web pages, and any other item related to the Works.

10. Attached as Exhibit B is a document authorizing Permittee to use the names and likenesses of certain Crazy Horse employees in connection with the Works.

11. Any dispute relating to this agreement will be resolved by a court located in South Dakota according to the laws of South Dakota.

The undersigned represents and warrants that he/she has the authority to enter into this agreement and to grant the rights stated.

This Agreement constitutes the entire understanding of the parties. No amendment to this Agreement is valid unless set forth in a written agreement signed by each party.

Permittee

Date:

Name:

Title:

Crazy Horse Memorial Foundation

Date:

Ruth Ziolkowski

President / CEO

E x h i b i t A

Photography at Crazy Horse Memorial and use of Website Contents

The Crazy Horse Memorial Foundation retains the exclusive rights to several works of art that are protected under the copyright laws of the United States and other countries.

Photographs or reproductions of the Foundation's copyrighted works are prohibited. The only exception to this rule is that the Foundation typically will not prohibit an individual who creates a photograph of a work of art for his or her personal use. In the event that someone wishes to use or publish photographs that do not fall within this category of personal use, then that person must obtain permission from the Foundation before any publication takes place.

In the event that the Foundation grants permission for the photograph or reproduction, then the Foundation will require approval of the photograph's layout prior to publication. In addition, the user will be required to include the following copyright notice.

© The Crazy Horse Memorial Foundation
Korczak, Sc., All Rights Reserved

Commercial use of photographs and reproductions is strictly prohibited in the absence of express, prior written permission of the Foundation.

The copyrighted works of The Crazy Horse Memorial Foundation include the following:

1. The Mountain Carving
2. The Crazy Horse 1/34th Scale Model of the Mountain Carving
3. Scale Models in All Sizes and Media of the Mountain Carving
4. Contents of the websites of The Crazy Horse Memorial Foundation (including www.crazyhorsememorial.org).
5. All other Sculptures created by Korczak Ziolkowski (For these works, the above copyright notice is appropriate, with the exception that "Mrs. Korczak Ziolkowski" should be substituted for "The Crazy Horse Memorial Foundation.")

Copyright is a form of protection provided by the laws of the United States (title 17, U.S. Code) to the authors of "original works of authorship," including artistic works. The protection is available to both published and unpublished works. The U.S. Copyright Act generally gives the owner of the copyright the exclusive right to do and to authorize others to reproduce the work, to prepare derivative works based upon the work, to distribute copies of the work, and to display the work publicly. It is illegal for anyone to violate any of the rights provided by the copyright law to the owner of copyright. The copyright in a work of art immediately becomes the property of the artist who created the work. Only the artist or those deriving their rights through the artist can rightfully claim copyright.

Please direct all question regarding the above to:

Crazy Horse Memorial – Communications Department

12151 Avenue of the Chiefs
Crazy Horse, SD 57730-8900
(605) 673-4681 – Phone
(605) 673-2185 – Fax
Info@crazyhorse.org

E x h i b i t A

Name & Likeness Release

Subject to compliance with this agreement, the following Crazy Horse employees authorize Permittee to use their images, likenesses and voice recordings, in their entirety or any portion thereof, in connection with the Works:

Name	Signature	Date
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Name	Signature	Date
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Name	Signature	Date
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Name	Signature	Date
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Name	Signature	Date
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