



Gloria Nevarez, Commissioner

## **MOUNTAIN WEST CHAMPIONSHIPS**

### **PHOTOGRAPHY TERMS & CONDITIONS**

(Excluding Football, Men's & Women's Basketball)

Clarkson Creative Photography is the official photographer for Mountain West Championships, providing photography services for all 16 Mountain West Championships. NCAA Photos is the MW's exclusive agent to market, promote, license and distribute all analog and digitized photographs of MW Championship events. Photos from the MW's championships are available to the general public via NCAA Photos at <https://ncaaphotos.photoshelter.com/galleries>.

#### **Photography License Terms and Conditions:**

1. A photographer to whom the Mountain West has issued a credential will have a limited, nonexclusive, and non-transferable license to take photographs of the Events, and to allow the media outlet or other news entity that engaged the photographer, to use such photographs for news coverage of the Events (including magazine stories) and other editorial purposes; provided, however, that not such use may create the impression, or otherwise suggest, that the photographer is sponsored or endorsed by, or are associated or affiliated with, the MW. An authorized photographer may not claim any relationship to, or endorsement by the MW, and may not use the MW's name, logos and marks, or any other proprietary designations thereof, in any manner and for any purpose, without the prior express written approval of the Mountain West.
2. Neither the photographer nor the entity that engaged the photographer may sell photos (including digital copies) taken at the Events, whether for commercial or editorial purposes, without the MW's prior express written consent.
3. Credentialed photographers agree to shoot only from the areas designated by the MW. Failure to comply could result in credential being revoked.
4. A credentialed photographer may take any number of photos on-site at the Event competition venue, provided that he/she does not interfere with play or related activities. From time to time, before or during the Event, the MW may impose additional restrictions regarding the time, manner, and place in which authorized photographers may take photographs during an Event.
5. An authorized photographer may not use Event photographs to market or advertise the photographer's services.
6. The MW may modify these terms and conditions at any time in its sole discretion. The MW shall provide notice of any such modifications to authorized photographers, and following notice, such modifications shall be binding upon all authorized photographers.

7. The MW may revoke a photographer's right to take photographs at an Event and/or to sell Event photographs at any time and for any reason, including failure to abide by these terms and conditions.
8. Photographers understand the inherent risk of taking photographs and otherwise being in close proximity to athletic contests and irrevocably waive any and all liability stemming from injury and/or property damage in conjunction with his/her attendance at an Event.
9. Photographer agrees to indemnify, defend and hold MW and its affiliates, officers, employees, successors and assigns harmless from and against any and all claims, demands, suits, liability, losses or damages, including amounts paid in settlement, judgments, costs and expenses, including reasonable counsel fees and disbursements, which may be made against or suffered or incurred by each such party as a result of any use of any photographs and otherwise with respect to the photographer's activities at an Event and the results and proceeds thereof.
10. Nothing herein is intended to create an agency, employment, partnership, or joint venture relationship between the MW and the photographer. Neither party is an affiliate of the other, shall have the authority to act for or bind the other, and shall make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship.

*You may direct questions regarding MW Championship photography to Phil Perry, Assistant Commissioner, Strategic Communications ([pperry@themw.com](mailto:pperry@themw.com) / 719-488-4042) AND/OR Justin Packard, Director, Creative, Branding & Marketing ([jpackard@themw.com](mailto:jpackard@themw.com) / 719-487-2471).*

*If you are interested in hiring NCAA Photos for additional coverage, please contact Jamie Schwaberow, the Director of NCAA Photos at [jschwaberow@ncaaphotos.com](mailto:jschwaberow@ncaaphotos.com) or 303.295.7770.*