

# AMTRAK DOWNEASTER PHOTO RELEASE FORM

## *Voluntary Submission of Personal or Group Photo*

Thank you for riding the Amtrak Downeaster! We love seeing how our passengers experience the journey. By submitting the Polaroid in the pre-paid envelope, you're helping us tell the story of train travel in New England. You **must review and sign page 2** of this contract for the team to use your photos!

### 1. Permission & Release

I, the undersigned, hereby grant the Northern New England Passenger Rail Authority (NNEPRA), manager of the Amtrak Downeaster, and its authorized representatives the full, royalty-free, and irrevocable right to use my submitted photograph (the "Photo")—featuring myself and/or others—for any lawful promotional purpose. This includes use in print, digital, social media, advertising, and other public communications.

I understand and agree that:

- My submission is entirely voluntary and I will receive no compensation.
- The Photo may be modified, edited, or used in part or in full.
- My name **[may / may not]** be used with the image. *(Please circle or indicate your preference.)*

### 2. Group Photo Disclaimer & Consent

If the Photo includes other individuals, their written consent is required. Please have each person in the photo (other than the main submitter) print and sign their name below:

**Full Name**

**Signature**

**Date**

☐ *If any person in the photo is under 18 years of age, a parent or guardian must sign on their behalf.*

### 3. Media Follow-Up

☐ *I am open to being contacted by the NNEPRA team for a possible interview, quote, or to tell more of my story.*

**Preferred contact email:** \_\_\_\_\_

#### 4. Release & Waiver of Liability

I irrevocably release, discharge, and hold harmless the Northern New England Passenger Rail Authority (NNEPRA), Amtrak, and their officers, directors, employees, agents, contractors, licensees, successors, assigns, and affiliates (collectively, the "Released Parties") from any and all claims, demands, actions, causes of action, damages, liabilities, and expenses of any kind, whether known or unknown, anticipated or unanticipated, arising out of or in connection with the use, reproduction, distribution, modification, public display, or public performance of any photograph(s), video(s), or other media content (the "Content") I have submitted. This includes, but is not limited to, any claims for invasion of privacy, violation of the right of publicity, defamation, or infringement of moral rights.

I further waive any right to inspect or approve any final use of the Content by the Released Parties, and I confirm that I am not entitled to any compensation or attribution in connection with such use.

#### 5. Incidental Branding Acknowledgment & Release

I understand and agree that any trademarks, logos, copyrighted material, or branded products (e.g., apparel, signage, or merchandise) that appear incidentally in the Content are not intended to imply any endorsement, sponsorship, or affiliation with those third-party brands or entities.

***I acknowledge and affirm that:***

- (a) Any such branding that appears is either incidental and non-prominent in nature, or
- (b) Included without any intent to mislead or imply association with or endorsement by any third party.

I confirm that I am solely responsible for the inclusion of any third-party branding in the Content and that I have taken reasonable steps to ensure its incidental nature. Accordingly, I fully release and hold harmless NNEPRA and all other Released Parties from any and all liability, responsibility, or obligation to obtain permissions, respond to claims, or otherwise address issues relating to the incidental presence of third-party branding in the submitted Content.

#### 6. Confirmation of Consent

☐ *I am 18 years of age or older and authorized to grant this release.*

**Full Name (Printed):** \_\_\_\_\_

**Birth Date (MM/DD/YYYY):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**If under 18, a parent or legal guardian must complete and sign below.**

**Child's Name:** \_\_\_\_\_

**Parent/Guardian Name (if applicable):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

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