



**2009 PDGA Tour Media Agreement  
For A B & C Tier Events (rev 1/7/09)**

This mutual agreement (the "Agreement") represents the terms and conditions between \_\_\_\_\_, a \_\_\_\_\_ registered in \_\_\_\_\_ (the "Producer") and the Professional Disc Golf Association, a non-profit corporation registered in Colorado, (the "PDGA"), regarding authorization to make video, photo and/or audio recordings (hereinafter termed "Recordings") of the following Professional Disc Golf Association sanctioned event \_\_\_\_\_ to be held beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ in \_\_\_\_\_, called the "Event".

The PDGA grants the Producer non-exclusive access to the Event to record images of the Event and its participants. Producer acknowledges that PDGA may not have obtained media or image releases from Event participants or spectators for use of their images. In the event that Producer wishes to use the Recordings in commercial enterprises and activities in which the Recordings are sold, Producer agrees to obtain consent from the participants and/or spectators for use of their images. In consideration of this grant of access, PDGA requests the following considerations:

- The right to use, free of charge, all recordings made of the event for "non-commercial" applications. In perpetuity.
- A complementary copy of the final product for the PDGA archives.
- A 20% discount on the Producer's standard charge for any Recordings that PDGA wishes to purchase for commercial use.

Producer hereby releases, discharges, covenants not to sue, and agrees to hold harmless the Professional Disc Golf Association, its respective administrators, directors, agents, officer, volunteers, and employees, the participants, any sponsors, advertisers, and if applicable, owners and lessors of the Event premises (each considered one of the "Releasees") from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including but not limited to negligent rescue operations. Producer further agrees to indemnify, save and hold harmless the Professional Disc Golf Association from any litigation expenses, attorney fees, loss liability, damages or costs the PDGA may incur as the result of claims made against the PDGA arising out of or related to the Recordings, including but not limited to any claims made by participants or spectators for unauthorized use of their images and/or their public display or broadcast. In signing the Agreement, the Producer and PDGA representatives confirm and accept all aspects of the understandings, which are outlined above.



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**On behalf of PRODUCER**

**On behalf of PDGA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Signatory (printed)

\_\_\_\_\_  
Name of Signatory (printed)

\_\_\_\_\_  
Title of Authorized Producer Representative

\_\_\_\_\_  
Title of Authorized PDGA Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

HOST Fed Tax ID No. \_\_\_\_\_

Address \_\_\_\_\_

Address: PDGA Office  
Wildwood Park  
3828 Dogwood Lane  
Appling, GA 30802-3004

Phone \_\_\_\_\_

Phone: (706) 261-6342

Fax \_\_\_\_\_

Fax: (706) 261-6347

E-mail \_\_\_\_\_

E-mail: office@pdga.com

\_\_\_\_\_  
Producer is to sign and date two originals of this agreement and return both to the PDGA Office. The authorized PDGA Representative will then sign both originals, and return one signed original to the Producer for their records.