



## **Photographer/Artist Agreement**

The undersigned acknowledges that he/she is fully aware of the agreement set by Hershey Gardens for artistry and photos taken on Hershey Gardens property as stated in the "Hershey Gardens Photographer/Artist Policy" and agrees to abide by this policy. By signing this agreement, the undersigned hereby releases Hershey Gardens and The M.S. Hershey Foundation; its employees and officers from any and all claims arising from his/her activities involved during the time he/she is on Hershey Gardens' property.

The undersigned agrees that Hershey Gardens and The M.S. Hershey Foundation are in no way responsible for reproduction of photos.

The undersigned recognizes that the Gardens are a natural botanical garden, in constant state of flux, in harmony with nature. For this reason, the appearance of the facilities will be different from time to time due to the changing seasons, seasonal floral variations, on-going maintenance and theme area design changes. The undersigned further acknowledges that these are outdoor public facilities, and accepts the conditions as dictated by other Garden visitors, local events, weather and natural phenomenon.

At no time will the undersigned, or any of the undersigned's party, before, during and/or after the artist/photographer visit have contact with any other guests of Hershey Gardens. Contact will only be with Hershey Gardens staff. The undersigned must check in with Hershey Gardens admissions staff prior to entrance to Hershey Gardens.

The undersigned agrees that no photos (still or motion picture), negatives, sketches, paintings, etc. may be used in any advertising, promotions or marketing without the consent of Hershey Gardens.

Whether or not the undersigned has acquired insurance for such liabilities, the undersigned will indemnify, defend, and hold harmless the Hershey Gardens and The M.S. Hershey Foundation from and against all claims, suits, actions, damages, judgments, orders, decrees, executions, liabilities, fines, penalties, and expenses including reasonable attorney fees, for loss of life, personal injury or damaged property incurred, recovered against or paid by Hershey Gardens or The M.S. Hershey Foundation arising from or of the undersigned's use of the facilities at the Gardens for all purposes. In addition, the undersigned hereby releases Hershey Gardens and The M.S. Hershey Foundation from any and all liability or property damage, personal injury, death or theft, or any other losses resulting from vandalism or criminal activity of any nature occurring on or about the Gardens premises or otherwise during the period of undersigned's use of the Gardens premises.

Hershey Gardens reserves the right to refuse admission if the above agreement and the "Hershey Gardens Photographer/Artist Policy" have not been adhered to.

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

**Print Name** \_\_\_\_\_

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