

Video/DV/Film/Digital Camera Personal Use Agreement Burning Man 2011

Whereas, I desire permission to record via video tape, digital video, film or digital still photographs, the art and participants at the Burning Man event (the "Event"), on my own behalf and not for that of any other person, organization, media company, or other entity;

Whereas, Burning Man is a private arts event, which showcases original, innovative, and creative images, installations, works of art & performances;

Whereas, Burning Man seeks to protect the artists who participate in the event and each artist's copyright ownership of their Art;

Whereas, Burning Man seeks to protect the rights of privacy of persons who participate in the Burning Man event.

I agree as follows:

I am recording or filming images for my personal use only, and am not acting on behalf of any other person, organization, media company or other entity. I understand that I have no rights to make any use of the images obtained at the Event other than for personal use, and that I cannot sell, transfer or give the footage or completed film or video or images to any other party, except for personal use, and I agree to inform anyone to whom I give footage, film, video or images that it can only be used for personal use.*

I agree that, in the event I post, or allow to be posted, any images (still or video) on a personal website or a website controlled by a third party: (1) I will place, or cause to be placed, on any website in which such images are displayed a notice that the images can be used only for the poster's personal use and not for any other purpose and that downloading or copying of the images is prohibited, which may be communicated via the Creative Commons Attribution Non-Commercial Share-Alike license, providing the images do not contain nudity, partial nudity, or sexually suggestive poses (nudity and partial nudity include any images in which bare breasts, bare buttocks, genitals or genital areas are visible); (2) in the event Burning Man notifies me that any such images must be removed, for any reason whatsoever in Burning Man's sole discretion, I will promptly remove or cause to be removed those images; (3) I will not place a Creative Commons license on any imagery for which I do not have individual subject permission for distribution from any identifiable person featured in the imagery, nor for any image containing nudity, partial nudity, or sexually suggestive poses (as described in subparagraph (1) above). I assign to Burning Man a joint ownership in the copyright for images obtained at the event so that in the event any third party displays or disseminates any of my images, footage, or Production in a manner not authorized by this agreement, including any unapproved assignment or sublicensing, Burning Man can enforce against the third party any restrictions concerning use of the images, and I appoint Burning Man as my attorney-in-fact to execute any documents necessary to effectuate such assignment. I understand that Burning Man agrees that it will not utilize this joint ownership to enter into any licensing agreements for the images.

I acknowledge that the Burning Man name and logo are the property of the Burning Man organization, and I understand that the Burning Man organization controls all rights regarding the licensing and reproduction of any imagery recorded at the event. I agree that I will not use the mark or logo of Burning Man or likeness of the Man on any website or in any manner other than for personal use.

I have read and agree to abide by the Rights and Responsibilities Guidelines for Media/Participants (the "Guidelines"), which are incorporated into this agreement.

I, for myself and on behalf of my heirs, successors and assigns, fully release Burning Man and its agents, employees and representatives, from any and all liability, claims or demands, arising out of or relating to my filming, recording or use of a camera at the Event, and agree to indemnify Burning Man against any liability, claims or demands that may be asserted against it arising out of or relating to my filming, recording or use of a camera at the Event.

Name: _____ Tag # _____ (leave blank)

Street Address: _____

City, State, Zip: _____

Email: _____

Signature: _____

* I understand that, if I desire to make any use other than for personal use of the footage, film, video or images, I can do so only if I obtain written permission from Burning Man and Black Rock City LLC, PO Box 884688, San Francisco, CA 94188-4688. 415.TO.FLAME or press@burningman.com.

Do NOT return this document to Burning Man via US Mail. It must be turned in IN PERSON at the Greeters, Playa Information, or either of the two Ranger outposts at Burning Man 2011. Permission to photograph is not granted until this form is turned in to Burning Man.

Q & A

What's with this? Why register cameras at Burning Man?

- 1.) To protect Burning Man. Nobody wants to see Burning Man on a Nike ad.
- 2.) To protect our privacy. This is not Spring Break at Fort Lauderdale. Most of us come to

Burning Man to enjoy and explore freedoms that we don't experience elsewhere. We choose to express ourselves as we please, to dress or undress as we please. This is a form of radical self-expression. The issue is: do you want some protection from having your image exploited by pornographers. Without these practices, that protection is unavailable to us, and unlike the rest of us, pornographers don't do it for free.

- 3.) To protect artists' rights. Artists deserve to have a voice in how and whether imagery of their work is commercially exploited.

Can I put a few clips up on my website or YouTube page?

Sure, as long as you're not selling them, and as long as your web site does not sell any other product or service, and as long as your web site clearly does not purport or appear to be an official website of Burning Man or Black Rock City LLC, and as long as they do not contain nudity or partial nudity.

Sharing video or imagery on YouTube, Vimeo, Flickr, or other third party sites is permitted under this license. You are obligated to respect the privacy and intellectual property rights of your fellow participants and those of Burning Man when you shoot for this purpose. If anything about your imagery is determined to be in violation of those rights, you agree to remove that content at Burning Man's request.

What if I don't sign this agreement?

You will not be able to film at the event. If you attempt to film without this agreement, you may be expelled from Black Rock City.

What if I'm making a commercial video, or I change my mind and want to sell my footage?

Commerce isn't evil; artists have a right to sell their work – but we oppose turning Burning Man into a commodity. If you desire to film for a commercial purpose, you can do so only if you receive a written approval from Burning Man for your proposed project. You must check in with our friendly Media Ho's at Media Mecca in Center Camp if you are certain you will use footage for any public purpose beyond this agreement. Please note that filling out this agreement or a Media agreement does not mean that Burning Man has granted you any rights to use the footage you obtain except for personal use. You can obtain the right to use footage for other than personal use only if you receive written permission from Burning Man.

Can I license my footage or personal photos with a Creative Commons license for personal sharing?

Yes – but only if they do not contain nudity or partial nudity, and then only by the CC BY-NC-SA (Creative Commons Attribution Non-Commercial Share Alike) license, and only for photos where you've followed the outlined Terms of Use for photography in BRC. These terms dictate that when using a camera in BRC, you'll obtain permission from your subjects before photographing them in imagery that you plan to share, and that those subjects are not nude, partially nude or otherwise featured in contexts that violate their personal privacy. You agree upon entry to remove any imagery from public display if said subject permission is in dispute; therefore, you can use the Creative Commons license for your BRC image or video means only if you have the verifiable permission of your subject **before** you license the imagery.

How do I get more questions answered post-event?

Write us at press@burningman.com. We'd love to see your videos post-event! We appreciate participant video for our annual Acculturation Video Contests, and are eager to see the creative things burners do with digital media. Drop us a line and say hi!