



COPYRIGHT RELEASE FORM

REPRODUCTION OF THIRD PARTY WORKS THAT ARE SUBJECT TO COPYRIGHT PROTECTION CONSTITUTES COPYRIGHT INFRINGEMENT UNLESS A LICENSE TO REPRODUCE SUCH WORKS HAS BEEN OBTAINED OR ANOTHER EXCEPTION TO COPYRIGHT INFRINGEMENT EXISTS. USE OF ANOTHER'S TRADEMARK IN A WAY THAT IS LIKELY TO CAUSE CONFUSION, MISTAKE OR DECEPTION AS TO SOURCE OF GOODS OR SERVICES CONSTITUTES TRADEMARK INFRINGEMENT.

You have requested that Cocheco PrintWorks make copies, prints, scans or any other form of reproduction of the materials and/or works identified below. Cocheco PrintWorks will not copy materials which it knows are covered by the copyright of a third party and for which you do not have permission to reproduce, or the reproduction of which is not fair use, nor will it knowingly reproduce materials to be used for copyright infringement. You must make sure that Cocheco PrintWorks' reproduction of such materials will not constitute any copyright infringement or contribute in any way to trademark infringement. Before Cocheco PrintWorks will reproduce these materials, you are responsible to confirm to Cocheco PrintWorks that you hold the right to have Cocheco PrintWorks reproduce any and all materials and trademarks.

In this regard, you, the undersigned, declare under penalty of perjury, represent and warrant to Cocheco PrintWorks that (a) you are at least 18 years of age, (b) your intended use of the materials will not confuse or mislead the public in any way, and (c) at least one of the following is true: (i) you own all copyrights in the materials and have granted permission to Cocheco PrintWorks to reproduce it; or (ii) you have been authorized as an agent of the owner of all copyrights in the materials to have the materials reproduced; or (iii) you have been granted a license by the owner of all copyrights in the materials to reproduce the materials; or (iv) you are a teacher or student (or parent/guardian of a student) and are requesting reproductions of the materials for educational purposes in a non-profit educational institution; (v) the reproductions of all materials have been or are intended to be filed with a public agency for the purpose of informational disclosure or are intended to be part of the public record in a court proceeding; or (vi) all materials are in the public domain.

The undersigned acknowledges that Cocheco PrintWorks is relying on the foregoing in agreement to reproduce the materials. Accordingly, the undersigned shall indemnify, defend and hold Cocheco PrintWorks harmless from any suit, demand, claim, or liability arising from a breach of the foregoing warranty or any other basis from use of the reproductions, including (without limitation) copyright infringement, trademark infringement and unfair competition. The undersigned shall pay any judgment or reasonable settlement offer and Cocheco PrintWorks' costs and fees (including, without limitation, attorney's fees) incurred in connection with any suit, demand, claim or liability, or in collecting upon this indemnification from the undersigned. Furthermore, Cocheco PrintWorks may provide a copy of this form to anyone claiming that Cocheco PrintWorks' reproduction of the materials infringes such person's rights.

Client Name: _____

Client Address: _____

Description of Materials Being Reproduced: _____

Client Signature _____ **Date** _____