



P.O. Box 1655 . Banff . AB . T1L 1B5  
www.castlemountain.com

**TERMS, RELEASE OF CONTENT, MEDIA, PUBLICATION RIGHTS AND OWNERSHIP AGREEMENT, WAIVER OF CLAIMS AND NON-DISCLOSURE (hereinafter the "Social Media Agreement")**  
**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING OWNERSHIP AND THE RIGHT TO PUBLISH CONTENT WITHOUT AUTHORIZATION**

INITIAL

Name	Last		First	
Address	Street		City	Prov/State
	Country	Postal/Zip Code	Email	D.O.B
	Stay Dates			

**TO: CASTLE MOUNTAIN CHALETS, OSPREY RESORTS, AND OSPREY RESORT HOLDINGS LTD.,** and their respective directors, managers, officers, employees, and property (all of whom are hereinafter collectively referred to as "CMC").

**DEFINITIONS:**

In this Social Media Agreement, the General Manager at Castle Mountain Chalets will be referred to as "general manager". Agents, independent contractors, subcontractors, representatives, assigns, partners, media and guests (all of whom are hereinafter collectively referred to as "guests"). The person named completing this Social Media Agreement and subsequent partners but not limited to, companions, collaborators (who are also required to complete the Social Media Agreement) (all of whom are hereinafter collectively referred to as "media"). Content, including but not limited to photos, videos, stories, blog entries, social media posts, or anything deemed pertaining to CMC and guests, by the general manager, (all of which are hereinafter collectively referred to as "contents"). Bookings made with CMC which include the given reservation code, have concluded and are in good standing after checkout will be referred to as "completed bookings". This Social Media Agreement, emails, content, voice recordings, transcripts will be referred to as "the CMC agreement". Print, Radio, Television, Video, Audio, Digital, Analogue, Applications, Internet, Social Media, Media, Review and Publication Platforms (all of whom are hereinafter collectively referred to as "traditional or digital platforms").

**TERMS:**

Media will pay the required deposit at time of booking and pay remaining balance of stay in full at check in. CMC standard cancellation policy applies and will be included in booking documentation. Media has no obligation or minimum requirement to generate or distribute content. Media is responsible to publish a reservation code provided by CMC with the content generated by media. Subsequent completed bookings resulting from publication to traditional or digital platforms using the given reservation code at time of booking, will result in 15% commission of the completed booking being paid to media up to 12 months from the signing of the Social Media Agreement. Commission will be issued to media at the completion of this agreement which is 12 months from the signing of the Social Media Agreement.

**CONTENT, MEDIA, PUBLICATION RIGHTS AND OWNERSHIP**

Media forfeits all rights to ownership and publication of content. All content pertaining to CMC acquired by media will remain property of CMC who reserves the right to deny creation, publication and/or transmission to but not limited to traditional and digital platforms or third parties by any means without written approval by the general manager. A request for all content may be requested by the general manager in writing, in which media will forfeit all content generated within 7 days of the request being issued to CMC and destroy all data held by media or its third parties which contains content. Content must be reviewed and authorized by the General Manager before publication on but not limited to traditional or digital platforms. Transmission of content to third parties is prohibited unless authorized by the general manager in writing.

**NON-DISCLOSURE, TERMINATION, AND WAIVER OF RIGHTS**

Media is forbidden to discuss, disclose, transmit or publish to traditional or digital platforms anything contained within the CMC agreement or content with anyone at any time without written permission from the general manager. Any breach of this agreement by media will result in the immediate termination of the CMC agreement. At termination of the CMC agreement media will forfeit all content generated within 24 hours to the general manager and destroy all data held by media or its third parties which contains content and may include eviction from the property. CMC reserves to right to cancel the CMC agreement at any time for any reason. Media waves the right to any claims resulting from the termination of the CMC agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE CMC AGREEMENT (This Agreement) PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST CMC AND THEIR GUESTS. I UNDERSTAND CIVIL ACTION MAY BE TAKEN BY CMC IN THE EVENT THIS AGREEMENT IS BREACHED.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature of Media \_\_\_\_\_ Signature of Witness \_\_\_\_\_

Please Print Name \_\_\_\_\_ Please Print Name \_\_\_\_\_

PROPERTY OF



**OSPREY RESORTS.CA**  
FOR THE REST OF YOUR LIFE