

Terms & Conditions Of MHSAA Tournament Credentials – 2016-17 School Year

By requesting, accepting and using MHSAA Tournament Media Passes, the party the passes are issued to agrees to the following:

“This working credential is issued by the Michigan High School Athletic Association to a representative of an accredited media organization recognized by the MHSAA for the sole purpose of providing access to cover this tournament event. It is issued subject to the following conditions:

“1.) Bearer of this credential agrees that he/she is engaged in a legitimate working function for an accredited media organization, and that the credential shall be used solely for news and editorial coverage (bona-fide news purposes) of this tournament event.

“2.) Bearer of this credential is creating content at this tournament event exclusively for the accredited media organization represented, for purposes consistent with its normal publication and business functions. Media outlets using freelance photographers must have an arrangement with them where the outlet retains the rights to all images shot for its normal publication and business functions, and does not allow the selling of images beyond the outlet's normal policies. The MHSAA does not issue photography credentials strictly for free lance purposes or to commercial photographers other than its licensed vendors for selected events.

“3.) The MHSAA reserves the right to request content created by the accredited media organization to which this credential is issued for its publication, promotional, educational or public relations uses. The accredited media organization to which this credential is issued is required to provide content created to the MHSAA at no cost to the MHSAA upon request if the accredited media organization is engaged in the secondary use of content created in the news-gathering process for commercial purposes.

“4.) Bearer of this credential agrees that the accredited media organization and bearer shall indemnify, defend and hold the MHSAA and all agents thereof harmless from and against any and all expenses, lawsuits, damages, costs and liabilities (including reasonable attorney fees and expenses) incurred by, arising from, or in connection with:

- Any injuries resulting from acts or omissions by the bearer or some third party to whom the bearer directly or indirectly distributed news and editorial content or photographs/electronic images;
- Any cameras, wires, cables, computers, telephones or any other equipment brought to the premises by the bearer.

“5.) Bearer assumes all risk and danger incidental to this tournament event and releases the MHSAA and all agents thereof from any and all liabilities resulting from such cases.

“6.) Bearer of this credential agrees to all MHSAA Multimedia Regulations, including those regarding the placement of cameras; restricting lockerroom access at all Tournaments; and prohibiting interviews on the playing surface at selected MHSAA Finals, including, but not limited to, basketball and football.

“7.) Bearer agrees that this credential is not transferable, may be revoked at any time at the sole discretion of the MHSAA and will automatically terminate if any term hereof is breached. In cases deemed unique by the MHSAA, these policies and any other MHSAA media policies may be amended. The accredited media organization and/or bearer that breaches the conditions of use of this credential is subject to legal liability as well as all costs incurred in enforcing the terms of these conditions including but not limited to reasonable attorney fees.”