



USHE Media Release and Rules

We strive to make US Hard Enduro (USHE) as media friendly and accessible as possible. Hard Enduro is a difficult discipline to cover, taking place in remote and complex terrains. With this in mind the information contained in this guide should be used as a reference for media at USHE events. USHE reserves the right to change, alter, or amend any and all rules at their discretion at any time. Failure to comply with these or other guidelines can result in cancellation of media credentials. USHE reserves the right to suspend or revoke media credentials at any time for any or no cause.

Preamble:

- a) US Hard Enduro and Elevated Action Sports (EAS) own the exclusive right to issue all media credentials for all USHE events without any exceptions.
- b) All credentialed and approved media must contribute to the USHE Event content pool (see Section 2 below).

All Media at US Hard Enduro affiliated events and races must apply for media credentials. Media credentials are only issued by US Hard Enduro. All Media must submit an application for media credentials for each US Hard Enduro event. "Media" includes but is not limited to: photographers, videographers, journalists, vloggers, podcasters, and general media members who are operating as an agent of self, team, vendor, rider, or media outlet. Media personnel must be approved by USHE for each event or series by applying for credentials at www.ushardenduro.com. If more than one individual from an organization/company is looking to cover an event, each individual must apply for accreditation.

Applications must be submitted no later than 14 days prior to the published start of an event. Media credentials are approved on a case-by-case basis for each event at the sole discretion of USHE. Please ensure your application is complete in order to expedite review and approval. If an application is approved you will receive an email noting your approval. The email will contain instructions for picking up your media credentials and media vest. In addition, there is a mandatory media briefing that shall be attended for each event (regardless of attending media meetings for other USHE events). This meeting schedule will be shared in the approval email, typically meeting will occur within 24 hours prior to the commencement of the first race during an event.

1. General Rules:

Approved credentialed media will be allowed access to media areas (including pits, race course, start, finish, and more depending upon the event.); however, the following rules MUST be adhered to:

- 1.1. Minimum age for an USHE media credential is 18.
- 1.2. Media must conduct themselves in a professional manner at all times.
- 1.3. Media must wear provided media vests and credentials at all times in the media areas, and at any time while performing work at a USHE event. Credentials may only be worn by the individual to whom it was issued.
- 1.4. Unauthorized or improper use of a credential is strictly prohibited. Credentials may be transferred in the event of an emergency at the sole discretion of USHE and with proper application of replacement. If your credential is lost, stolen, or damaged, notify USHE immediately.

- 1.5. Select USHE events may require a secondary media licensing (e.g. USAC Event License) prior to approval and issuing of USHE credidation. Fees may apply.
- 1.6. Access to the start area is only granted to those wearing a media vest.
- 1.7. Media must observe all event and race guidelines and regulations. If unsure, please contact the onsite USHE officials.
- 1.8. Media must not alter any safety barriers or course markings at any time during the event. In the event Media notices fallen course markings please immediately notify USHE personnel.
- 1.9. Media shall follow instructions administered by the USHE staff and/or event organizer and course stewards, and other officials.
- 1.10. Media shall not interfere with or impede any racing activity, USHE staff/organizers/officials, or other media personnel, as well as the filming/photography by official USHE Media Crew at any point during a race or supporting events.
- 1.11. If Media intends to sell or profit from any content (photo, videos, etc.) from an Event or Race, this must be expressly indicated when applying for media accreditation.
- 1.12. Drones, remote piloted aircraft, unmanned aerial vehicles (UAV) and model aircrafts are not permitted to be used by Media during an Event. An exception may be granted when applying for an event credential – note, an application doesn't guarantee an approval or exception. In addition, additional licenses may be required to operate in some areas and approval may be restricted based on Federal Aviation Administration rules and regulation.
- 1.13. Media are expressly prohibited from assisting riders on course or during a race. Assistance includes aiding a rider in moving their bike, providing riders insight on course layout or approaches other riders have taken through a given section, etc.
- 1.14. USHE reserves the right to allow exceptions to any and all policies for any undersigned media at any point in time without notice.
- 1.15. All approved and credentialed Media must sign a liability release for at the event in order to obtain their pass.

USHE requests all media to respect the riders and stay off the course at all times. In the event of a rider accident resulting in hospitalization and/or fatality during a race or event, media are required to seek additional approval from USHE to publish any or all details pertaining to the incident.

The undersigned Media (Photographer, Videographer, Journalist, etc.) understands that their participation involves a high degree of risk to self and property. However, they confirm that neither Elevated Action Sports, US Hard Enduro (USHE), the Event Organizers, USHE officials, nor any of the sponsors, vendors, or affiliates are to blame in any way if the undersigned media gets injured or their property damaged. By applying for USHE Event credentials, undersigned is stating they have in their possession a valid personal liability policy, personal accident insurance, and medical insurance that cover their participation. If the undersigned causes any damage to anyone else or their property, the undersigned will take the blame and will make sure that Elevated Action Sports, USHE, Event Organizers, Officials, or any related USHE companies, affiliates, and vendors will not incur any damage in relation to the incident. The undersigned is required to sign a liability release and waiver upon arrival at each event.

2. Video and Photography Content Pool Contributions and Use Release

Approved credential media at USHE events must supply content to USHE for the uses detailed below when requested in a timely manner (48 hours or less). Content must be of quality consistent with undersigned media's existing portfolio and finished work. USHE is authorized to use said content for news and media distribution, sponsor support, event and series promotion, and any and all other marketing and promotional needs. Content must be submitted in high-resolution formats and include undersigned media member's name/copyright in the file metadata. Failure to supply this information may result in lack of credit during use by USHE and affiliated entities, and thus USHE and affiliated partners will not be held liable.

USHE, EAS, event organizers, race and series sponsors, and all other affiliated agents are granted approval to reshare, republish, alter or reuse content provided by approved credentialed media after an event. By applying for USHE Event media credentials, the undersigned media is authorizing the above mentioned entities the right to reshare, republish, post, or use any and all content captured during the event for marketing, communications, news, and promotional purposes on or offline. Content will not be used to be resold without additional express permission by USHE. Undersigned media retain all copyright and intellectual property right ownership of content captured during an Event and individual race.

Licensing of content submitted by media will be valid for 2 calendar years (24 months) following the completion of the event.

In addition, Media is releases Elevated Action Sport, USHE, event organizers, race and series sponsors, and all other affiliated agents are granted approval to repost and reshare content that Media may post on social media. This includes, but is not limited to, Media posting on Instagram, Facebook, TikTok and more.

3. Filming, Photo, and Video Content:

- 3.1. Filming and usage of photo and video content is regulated to the use dictated in the chart below.
- 3.2. Hereafter, "Event" shall refer to the period wherein USHE is present at a venue in preparation, actively during races, and until the last USHE official leaves the Event location.
- 3.3. Hereafter, "Race" is defined as one hour prior to the scheduled race time until the completion of podium ceremonies. Race may refer to a single race including (but not limited to) prologue, single-lap moto, multi-lap moto, straight or street rhythm, endurocross, or other qualifying races.
- 3.4. All other rules apply to the Event as one-week before Event or 72 hours after the conclusion of the Event.

Content Use and Guidelines	
Event and course location scouting prior to commencement of races	<ul style="list-style-type: none"> • Limited to approved credentialed media • Restrictions may apply depending upon the Event
Filming course previews (sections or entire course)	<ul style="list-style-type: none"> • Strictly prohibited except by USHE Officials and Official Crew and USHE Personnel
Use of official USHE Course Previews, practice, and qualifying footage	<ul style="list-style-type: none"> • Must be sublicensed by USHE separately
Use of official USHE footage for commercial use / use in long form formats (e.g. vlogs, documentaries, etc.)	<ul style="list-style-type: none"> • Must be sublicensed by USHE separately
Live coverage of races	<ul style="list-style-type: none"> • Live race filming by undersigned media for social (e.g. Facebook Live, Tik Tok Live, Instagram Live, Youtube Live, VLOGS) is permitted with prior permission
Use of non-race footage for editorial and promotional purposes	<ul style="list-style-type: none"> • Permitted with no conditions
Use of Race and Event footage for editorial, commercial, and promotional purposes (filmed by undersigned media or Official USHE footage)	<p>Permitted, with specific limits and requirements:</p> <ul style="list-style-type: none"> • Use on respective media online platforms and social media. Respective media platforms include YouTube, Facebook, Instagram, Tik Tok, and more • Max of 3 minutes or less for video • 3+ minute clips to only be allowed to publish 14 days after the conclusion of the last event day • POV footage of Pro Classes must be sublicensed by USHE separately • POV footage can only be used 14 days the conclusion of the last day of the event • No sharing with 3rd parties for commercial purposes without express USHE approval
Race and event compound footage for commercial use/use in long format content (e.g. vlogs and documentaries)	<ul style="list-style-type: none"> • Must be sublicensed by USHE separately
Media filming with rider-worn POV/GoPro recording devices for editorial, promotional, or commercial uses	<ul style="list-style-type: none"> • Strictly prohibited in Pro Classes except for selected riders equipped with POV/GoPro devices for use by USHE Personnel as a part of the Pro Class USHE Media Content Creation program • Permitted with no conditions for all other classes

4. Copyright: EAS and USHE Created Content

Lastly, all content created by Elevated Action Sports (EAS), official USHE Personnel and Media Specialists is owned and copyrighted by EAS, USHE, and work's original creator. This includes but is not limited to: photos, videos, Pro Classes POV content, interviews, course previews, vlogs, podcasts, and more.

All content materials created are owned by the above named entities and are protected by United States and international copyright, trademark, and other laws. Except as stated in SECTION 3 of the USHE Media Release and Guidelines, none of the materials and intellectual property described herein may be copied, reproduced, distributed, republished, displayed, downloaded, transmitted, or distributed in any form or by any means. Any other use of the content and materials described in this document (including commercial use, reproduction for purposes other than what is stated in SECTION 3, modification, reproduction or distribution), without the prior written permission from EAS, USHE, and individual personnel is prohibited.

If credentialed Media would like to apply for exceptions to any of the content uses outlined in the USHE Media Release and Rules not expressly permitted, or needs additional race footage, footage from events, or archival footage, please contact info@ushardenduro.com.

5. Enforceability

This Media Release shall be binding upon and enforceable against me, undersigned media. I hereby release EAS, USHE, its assignees, and its licensees from any claims that may arise from these uses, including without limitation claims for payment or of defamation, invasion of privacy, or copyright. This Release is binding on me, my heirs, assigns, and estate. I understand EAS, USHE, official personnel, and affiliated vendors and sponsored are not obligated to use any of the rights granted under this Release. If any portion of this agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

By applying for USHE Media Credentials, I acknowledge that I have completely read and fully understand the USHE Media Release and Guidelines and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material.