

MODEL RELEASE AND CONSENT AGREEMENT

[[COMPANY NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [BUSINESS ADDRESS] (the "**Company**")/[PHOTOGRAPHER NAME] ("**Photographer**") desires to [photograph and] use the likeness[/and] [name]/[/and] [fictitious name] of the individual named below ("**I**" or "**me**").

For [the intangible value I will gain by my engagement as a model/[RECITAL OF OTHER CONSIDERATION]] [and other] good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I irrevocably grant [Company/Photographer] my permission and the right to [photograph me, and to use any and all photographic or other images taken of me, [on [DATE] at [LOCATION]]/use the photographs of me set out in Exhibit A, attached hereto and incorporated herein by this reference], including finished pictures, negatives, transparencies, proofs, reproductions, copies of the original prints and negatives, and digital information pertaining to them (collectively, the "**Images**") according to the terms and conditions set forth in this Model Release and Consent Agreement ("**Agreement**").

I hereby irrevocably permit, authorize, and license [Company/Photographer] and [its/their] [affiliates,] legal representatives, successors, licensees, agents, assigns, [those for whom Photographer is acting,] and those acting on [Company's/Photographer's] behalf ("**Authorized Persons**") to use, re-use, publish, and re-publish the Images, either separately or together and either in whole or in part, [and my own [and fictitious] name[s]][, provided such use of my own [and fictitious] name[s] shall be limited to identifying me as the subject thereof, and shall not extend to the endorsement of any commercial product or service,] and all materials created by or on behalf of the Authorized Persons that incorporate any of the foregoing ("**Materials**") for [any purpose whatsoever [(except pornographic or defamatory)]/advertising, promotion, and other commercial and business purposes/[SPECIFIC PURPOSE]] [in connection with [Company and its affiliates and their businesses, products, and services/Company's [DESCRIPTION OF COMPANY'S PRODUCT OR SERVICE]]] in perpetuity throughout the world in any and all media and formats and by any and all technologies and means of delivery whether now or hereafter known or devised without further consent from or any royalty, payment, or other compensation to me [except as otherwise expressly provided in this Agreement]. I specifically consent to the use of the Images with other images, text, graphics, film, audio, and audiovisual works. I acknowledge and agree that the Images may be altered or modified without any restrictions, whether by traditional photographic techniques or digitally, including retouching, creating composite, blurred, or distorted representations, and changing color, size, shape, perspective, context, foreground, or background.

[Company/Photographer] is and will be the exclusive owner of all rights in the Images and Materials. I hereby irrevocably transfer, assign, and otherwise convey to [Company/Photographer] my entire right, title, and interest, if any, in and to the Images and Materials and all copyrights and other intellectual property rights in the Images and Materials arising in any jurisdiction throughout the world in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such rights against infringers.

[Company/Photographer] has no obligation to use the Images or to exercise any rights granted under this Agreement. I acknowledge and agree that I have no right to review or

approve the Images or the Materials, including any written copy or other materials that may be used in connection therewith, before they are used by [Company/Photographer] or at any other time, and that [Company/Photographer] has no liability to me for any editing or alteration of the Images or the Materials, or for any distortion or other effects that may occur or be produced in connection with the taking of such Images or [Company's/Photographer's] processing, editing, alteration, transmission, display, publication, or other use of the Images or the Materials. Acknowledgment or credit of me in connection with the Images or the Materials, if any, shall be determined by [Company/Photographer] in [Company's/Photographer's] sole discretion.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Images, and whether resulting in whole or in part from the negligence of [Company/Photographer] or any other person, covenant not to make or bring any such Claims against any Authorized Persons and their agents, employees, and representatives, and forever release and discharge the Authorized Persons from liability under such Claims. I understand that [Company/Photographer] is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

I represent and warrant to [Company/Photographer] that I am at least 18 years of age and that I have full right, power, and authority to enter into this Agreement and grant the rights granted hereunder. [I further represent and warrant to [Company/Photographer] that the Authorized Persons' use of the Images and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract or agreement with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith.] [I will defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the representations and warranties contained herein.]

For purposes of this Agreement, the word "including" is deemed to be followed by the words "without limitation," and the word "or" is not exclusive. This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. [Company/Photographer] may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any party. This Agreement will be binding on and will inure to my benefit and the benefit of [Company/Photographer] and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the

State of [RELEVANT STATE] without giving effect to any choice or conflict of law provision or rule (whether of the State of [RELEVANT STATE] or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in [EXCLUSIVE VENUE], and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

THIS AGREEMENT PROVIDES [COMPANY/PHOTOGRAPHER] WITH MY ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING [COMPANY/PHOTOGRAPHER] TO PUBLICIZE, COMMERCIALY EXPLOIT, AND OTHERWISE USE MY LIKENESS[,/AND] [NAME][,/AND] [FICTITIOUS NAME] AS SET OUT ABOVE. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE [COMPANY/PHOTOGRAPHER], AND THAT THIS CONSENT IS IRREVOCABLE.

MODEL:

Signature

Printed Name

Date

[COMPANY/PHOTOGRAPHER]:

Signature

Printed Name

Date

[EXHIBIT A]

[IMAGES]