

Form: Photography Model Release

Description: This is a form of release by a model in favor of a photographer. It is intended to give the photographer broad rights to use the photographs taken.

Orientation: The form is pro-photographer oriented.

Photography Model Release

[Name of Photographer]

[Address]

Re: Model Release

Dear Sir:

In connection with my engagement as a model, and for other good and valuable consideration, I hereby irrevocably agree to the following with _____
("Photographer"):

1. Grant of Rights. I hereby grant to Photographer, his heirs, assigns and legal representatives, those for whom Photographer may represent, the absolute irrevocable right and permission to copyright in his own name or otherwise, and to use, re-use, publish, republish any and all pictures (digital, analog or otherwise) taken of me. Photographer may use such pictures in any media now existing or hereafter developed, including but not limited to print, digital, mobile and the Web. Photographer may use such pictures for any purpose whatsoever and for multiple purposes. Photographer is free to edit, crop, alter or change the pictures in any way he deems appropriate.
2. Consent.
 - (a) I consent to the use of my name in connection with my pictures.
 - (b) I consent to the use of any printed matter, advertising or other matter used in connection with my pictures.
3. Waivers.
 - (a) I hereby waive any right that I may have to inspect or approve the finished product resulting from my pictures, how the pictures are used and any associated content or advertising copy.
 - (b) I hereby waive the right to receive any additional compensation, royalty or fee for any use of my pictures.
4. Representations and Warranties. I hereby represent and warrant as follows:
 - (a) I fully understand and appreciate all of the terms and conditions of this release.
 - (b) I understand that this release is legally binding and not revocable by me.
 - (c) I am 21 years of age or older, or that if I am not at least 21, then my parent or legal guardian is signing on my behalf at the end of this release.
5. Indemnification & Hold Harmless. I agree to indemnify, defend and hold harmless Photographer and his assigns, heirs, representatives (collectively "Indemnitees") and affiliate from and against any and all losses, claims, judgments, expenses, suits, damages, settlements, demands or liabilities of whatever kin or nature which Indemnitees may sustain or become subject to, arising out of relating to any breach of my representations, warranties or agreements contained herein. Such indemnification shall also include, without limitation,

attorneys' fees, costs and expenses incurred in defending against any such losses, claims, judgments, suits, damages, settlements or liabilities.

6. Miscellaneous.

- (a) This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral representations, discussions, proposals, understandings and the like respecting the subject matter hereof.
- (b) The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party, and any rule that ambiguities shall be construed against the drafter of a document shall not be applicable with respect to this Agreement.
- (c) This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law principles.
- (d) If for any reason any provision or portion of this Agreement is found to be unenforceable, that provision or portion of the Agreement will be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- (e) The persons executing this Agreement are duly authorized to sign this Agreement on behalf of their company.
- (f) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party.
- (g) Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of JAMS in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator shall not be authorized to, award costs of a party (including, without limitation, attorneys' fees). The arbitration shall be held in [CITY], [STATE]. The arbitrator shall not be required to provide support or explanation for his award.
- (h) This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the state of [STATE] (exclusive of conflict of law principles), and shall be deemed to be executed in [STATE].

Name of Model: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Fax: _____

If model is less than 21 years old, the parent or legal guardian should sign the following:

I represent that I am the parent or authorized legal guardian of the above-named person. I hereby irrevocably consent to the foregoing on behalf o the above-named person.

Dated: _____

Name of Parent: _____

Signature of Parent: _____

Address of Parent: _____

Phone: _____

Email: _____

Fax: _____