

PHOTO RELEASE

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This Photo Release (this "Release") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[SUBJECT NAME], residing at [SUBJECT ADDRESS] (the "Subject"); and

[PHOTOGRAPHER / COMPANY NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "Releasee").

Subject and Releasee are each a "Party" and together the "Parties."

Recitals. The Releasee has taken, or intends to take, one or more photographs of the Subject in connection with [PROJECT / SHOOT / EVENT DESCRIPTION] (the "Project"). The Subject wishes to grant the Releasee permission to use those photographs on the terms set out below. In consideration of the mutual promises below, and the consideration described in Section 3, the Parties agree as follows.

1. Definitions

1.1 Photographs. "Photographs" means all photographs, still images, digital image files, scans, and other photographic captures of the Subject taken in connection with the Project, together with any reproductions, derivatives, crops, composites, retouched versions, and edits of them.

1.2 Likeness. "Likeness" means the Subject's image, appearance, physical features, and persona as captured in the Photographs, and, where used together with the Photographs, the Subject's first name or stage name as the Parties agree.

1.3 Media. "Media" means all media and formats now known or later developed, including print, digital, online, broadcast, streaming, social media, and physical display.

1.4 Authorized Uses. "Authorized Uses" means the uses described in Section 2.2, as limited by Section 2.3.

2. Grant of Rights

2.1 License and consent. The Subject grants the Releasee, and its licensees, successors, and assigns, the [perpetual / time-limited as stated in Section 2.4], worldwide, royalty-free, non-exclusive right and license to use, reproduce, edit, publish, display, distribute, and otherwise exploit the Photographs and the Subject's Likeness in all Media for the Authorized Uses.

2.2 Permitted uses. The Photographs may be used for [SELECT / DESCRIBE: e.g. marketing, advertising, editorial, website, portfolio, social media, print collateral, press]. Subject to Section 2.3, the Releasee may use the Photographs for any lawful purpose consistent with these permitted uses.

2.3 Limitations on use. The following limitations apply (delete if none): [e.g. no use in connection with unlawful, defamatory, sexually explicit, or politically endorsing content; usage limited to the campaign

described; no resale as a standalone stock image]. Subject to those limitations, the Subject waives any right to inspect or approve the Photographs or the finished use.

2.4 Duration of license. This license is granted **[for a perpetual term / for a term of [NUMBER] years from the Effective Date]**. If a time-limited term applies, the Releasee will cease new uses of the Photographs after the term ends, but is not required to recall or destroy Photographs already published or distributed.

2.5 Edits and alterations. The Subject agrees that the Photographs may be cropped, retouched, color-corrected, composited, or otherwise altered, and consents to such use, except for alterations that are defamatory or that the limitations in Section 2.3 prohibit.

2.6 Credit. The Releasee **[IS / IS NOT]** required to credit the Subject. If credit is required, it will read **[CREDIT LINE]** where reasonably practical.

3. Consideration

3.1 Consideration. In exchange for this Release, the Subject acknowledges receipt of **[\$ AMOUNT / "the agreed session fee" / "good and valuable consideration, the sufficiency of which is acknowledged"]**, which the Subject agrees is full and complete payment for the rights granted.

3.2 No further payment. Except as stated in Section 3.1, the Subject is not entitled to any further payment, royalty, or residual for any Authorized Use of the Photographs, regardless of how widely or for how long they are used.

4. Subject's Representations

4.1 Authority. The Subject is of legal age in the governing jurisdiction and has the full right and authority to enter into this Release and grant the rights in it. If the Subject is a minor, the parent or guardian signature block below must be completed.

4.2 No conflicts. Granting these rights does not conflict with any other agreement binding on the Subject, and the Subject has not granted any exclusive rights that would prevent this Release.

4.3 Voluntary. The Subject has read this Release, understands it, and is signing it voluntarily, having had the opportunity to seek independent advice.

5. Waiver and Release of Claims

5.1 Release. To the fullest extent permitted by law, the Subject releases and discharges the Releasee and its licensees, successors, and assigns from any and all claims arising out of the Authorized Uses of the Photographs and Likeness, including claims for invasion of privacy, rights of publicity, defamation, and any claim based on blurring, distortion, alteration, or use in composite form.

5.2 No reversion. Except for any time limit stated in Section 2.4, the Subject acknowledges that the rights granted are non-revocable and that the Subject has no right to recall Photographs already used, published, or licensed.

6. Minor (if applicable)

6.1 Parent or guardian consent. If the Subject is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have the legal authority to consent on the Subject's behalf, agrees to all terms of this Release on the Subject's behalf, and personally makes the representations and grants in this Release.

6.2 **Survival of consent.** The consent in this Section survives the Subject reaching the age of majority and remains binding.

7. Indemnity and Limitation

7.1 **Releasee responsibility.** The Releasee is responsible for its own use of the Photographs that exceeds the scope of this Release or violates the limitations in Section 2.3.

7.2 **Subject responsibility.** The Subject is responsible for any breach of the representations in Section 4, including the representation that the Subject has the right to grant the rights in this Release.

7.3 **Limitation of liability.** Except for the matters above, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of this Release.

8. General Provisions

8.1 **Governing law and venue.** This Release is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 **Entire agreement; amendment.** This Release is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.3 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect, and the unenforceable provision will be narrowed to the extent needed to make it enforceable. A Party's failure to enforce a provision is not a waiver.

8.4 **Binding effect.** This Release binds and benefits the Parties and their heirs, successors, licensees, and assigns.

8.5 **Counterparts and electronic signature.** This Release may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

SUBJECT	RELEASEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [TITLE]
Date: _____	Date: _____

Parent or Guardian (complete only if the Subject is a minor):

PARENT / LEGAL GUARDIAN

Signature: _____

Printed name: **[NAME]**

Relationship to Subject: **[RELATIONSHIP]**

Date: _____

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