

MODEL RELEASE AGREEMENT

THE PARTIES TO THIS RELEASE AGREEMENT ARE:

THE MODELS WHO ARE IDENTIFIED INDIVIDUALLY AT THE END OF THIS AGREEMENT.

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE MODELS")

AND

MARTRESACA HOWARD PHOTOGRAPHY

MARTRESACAHOWARDPHOTOGRAPHY@YAHOO.COM

(HEREINAFTER REFERRED TO AS "THE PHOTOGRAPHER")

WHEREAS FOR VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED AS RECEIVED, THE MODELS GRANTED THE PHOTOGRAPHER PERMISSION TO PHOTOGRAPH AND/OR FILM AND SOUND RECORD THE MODELS AND FURTHERMORE GRANT PERMISSION TO USE THE RESULTING WORK ("THE WORK") ACCORDING TO THE TERMS STATED HEREUNDER:

1. ANY PERMISSION GRANTED TO THE PHOTOGRAPHER SHALL EXTEND TO HIS/HER SUCCESSORS, LEGAL REPRESENTATIVES, LICENSEES AND ASSIGNS AND SHALL BE IRREVOCABLE AND PERPETUAL WITHOUT ANY FURTHER OR ADDITIONAL CLAIM FOR COMPENSATION BY THE MODEL.
2. USE OF THE WORK SHALL BE UNRESTRICTED AS TO LOCATION, QUANTITY OR FREQUENCY, MAY BE FOR ANY PURPOSE AND IN ANY MEDIUM WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN AT THIS TIME, EXCEPT WHERE SUCH USE IS IN CONTRAVENTION OF THE LAW.
3. PERMISSION IS SPECIFICALLY GRANTED FOR THE WORK TO BE EDITED, ALTERED, DISTORTED, USED IN WHOLE OR IN PART, IN CONJUNCTION WITH OTHER IMAGES, GRAPHICS, TEXT AND SOUND IN ANY WAY WHATSOEVER AND WITHOUT RESTRICTIONS.
4. PERMISSION HEREIN GRANTED IS ABSOLUTE AND FINAL AND SHALL NOT BE SUBJECT TO FURTHER INSPECTION OR APPROVAL BY THE MODELS AT ANY STAGE IN THE USE OF THE WORK.
5. USE OF THE WORK MAY BE IN CONJUNCTION WITH THE MODELS' OWN OR FICTITIOUS NAMES.
6. THE PHOTOGRAPHER SHALL OWN ALL RIGHTS IN THE WORK WHICH SHALL ACCRUE TO THE BENEFIT OF HIS/HER SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.
7. NOTWITHSTANDING THE ABOVE, THE FOLLOWING **USES** ARE SPECIFICALLY NOTED AND AGREED TO, AND SPECIFIC **EXCLUSIONS FOR USE** LISTED HERE SHALL TAKE PRECEDENCE AND RESTRICT THE USE OF THE WORK ACCORDINGLY:

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8. THE MODELS WARRANT HAVING READ AND UNDERSTOOD THIS MODEL RELEASE AGREEMENT AND WARRANT BEING OF FULL LEGAL AGE TO ENTER INTO AN AGREEMENT.

9. WITH FULL KNOWLEDGE OF THE ABOVE, THE MODELS HEREBY RELEASE AND SHALL HOLD HARMLESS THE PHOTOGRAPHER AND HIS/HER SUCCESSORS, LEGAL REPRESENTATIVES, LICENSEES AND ASSIGNS FROM ALL CLAIMS OR DAMAGES INCLUDING BUT NOT LIMITED TO DEFAMATION OR VIOLATION OF RIGHT OF PRIVACY OR PUBLICITY, RESULTING FROM OR ASSOCIATED WITH THE USE OF THE WORK.

10. THE MODELS AGREE THAT THE PROVISIONS CONTAINED HEREIN SHALL BE BINDING UPON THE MODELS AND THEIR SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

11. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA AND SHOULD ANY PROVISION OF THIS AGREEMENT BE JUDGED BY AN APPROPRIATE COURT AS INVALID, IT SHALL NOT AFFECT ANY OF THE REMAINING PROVISIONS WHATSOEVER.

12. THE PARTIES AGREE THAT ANY OR ALL PARTS OF THIS AGREEMENT MAY BE SUBMITTED TO THE OTHER PARTY IN LEGIBLE AND RECORDABLE ELECTRONIC FORM AND UPON ACKNOWLEDGEMENT OF RECEIPT BY THE RECEIVING PARTY SHALL BECOME VALID PARTS OF THE AGREEMENT.

13. THE MODELS CONFIRM THEIR SIGNATURES BELOW AS BEING THEIR AFFIRMATION OF THIS AGREEMENT.

_____ NAMES	_____ TEL & EMAIL	_____ SIGNATURE & DATE
_____ NAMES	_____ TEL & EMAIL	_____ SIGNATURE & DATE
_____ NAMES	_____ TEL & EMAIL	_____ SIGNATURE & DATE
_____ NAMES	_____ TEL & EMAIL	_____ SIGNATURE & DATE
_____ NAMES	_____ TEL & EMAIL	_____ SIGNATURE & DATE

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

PHOTOGRAPHER'S SIGNATURE: _____

MARTRESACA HOWARD PHOTOGRAPHY