

MODEL RELEASE AND PHOTOGRAPHY CONTRACT

Location: _____ Date: _____

PARTIES

Photographer Name: _____

Photographer Address: _____

Model Name: _____

Model Address: _____

RECITALS

WHEREAS, the Photographer is engaged in professional photography and desires to photograph the Model; and
WHEREAS, the Model agrees to be photographed by the Photographer under the terms set forth herein;

AGREEMENT

1. Grant of Rights

The Model hereby grants to the Photographer the irrevocable, worldwide, perpetual, and royalty-free right and license to use, reproduce, display, distribute, and create derivative works of the photographs taken during the sessions (the "Photographs") for any lawful purpose including advertising, promotion, portfolio, publication, and sale. The Model waives any right to inspect or approve the finished Photographs or their use.

2. Compensation

The Model acknowledges receipt of adequate consideration for the rights granted herein, including but not limited to monetary payment, future compensation, or other agreed forms of remuneration as set forth between the parties in a separate document or agreement.

3. Model Representations and Warranties

The Model represents and warrants that they are at least eighteen (18) years of age and have the full legal capacity to enter into this Agreement. If the Model is under eighteen (18), a parent or legal guardian must execute this Agreement on the Model's behalf.

4. Release and Waiver

The Model releases the Photographer and assigns from any claims, demands, or causes of action that the Model may have arising out of or relating to the use of the Photographs, including but not limited to claims for invasion of privacy, defamation, or right of publicity.

5. Usage Restrictions

The Photographer agrees not to use the Photographs in a manner that is unlawful, defamatory, obscene, or otherwise violates any applicable law or the Model's rights. The Photographer shall not use the Photographs for any purpose that would be considered discriminatory or exploitative.

6. Ownership

All rights, title, and interest in the Photographs, including copyrights, remain the sole property of the Photographer. Nothing in this Agreement transfers ownership rights to the Model.

7. Confidentiality

The parties agree to keep confidential any proprietary or sensitive information disclosed during the course of their relationship, including but not limited to trade secrets, business information, or unpublished materials.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from breach of this Agreement or violation of any law.

9. Term and Termination

This Agreement shall remain in effect perpetually unless terminated in writing by mutual consent of the parties. Termination shall not affect rights granted prior to termination.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any dispute arising under this Agreement.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

12. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be valid and enforceable.

13. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision in the future.

16. Headings

Headings used in this Agreement are for reference only and shall not affect the interpretation of its provisions.

17. Independent Contractor

The Model and Photographer acknowledge that their relationship is solely that of independent contractors and that no agency, partnership, joint venture, or employment relationship is created by this Agreement.

18. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

19. Force Majeure

Neither party shall be liable for delay or failure to perform its obligations under this Agreement due to causes beyond its

reasonable control, including but not limited to acts of God, war, terrorism, government action, or natural disasters.

20. Signatures

The parties have executed this Agreement as of the date first written above.

PHOTOGRAPHER'S SIGNATURE

MODEL'S SIGNATURE

Signature: _____

Signature: _____

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