

MODEL RELEASE

I, _____ (“Model,”) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, give to Marc Whipple (“Photographer,”) his legal representatives, successors, and all persons or corporations acting with his permission, unrestricted permission to copyright and/or use, and/or publish photographic portraits or pictures of me, and the negatives, transparencies, prints, or digital information pertaining to them, in still, single, multiple, moving or video format, or in which I may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise, made through any media in his studio or elsewhere for art, or any other lawful purpose (the “Pictures.”) The terms of this Release shall apply to Pictures created by Photographer on the date(s) of this Release and/or within 24 hours of the signing of this Release regardless of the calendar date of creation.

In my own behalf, I hereby relinquish, give and assign to Photographer all right, title, and interest that I may have in the finished Pictures, finished product, negatives, reproductions, copies of the original prints and negatives, derivative works, products, advertising or other copy that may be used in connection therewith. In my own behalf, I further grant Photographer the right to give, sell, transfer, and exhibit such finished Pictures, finished product, negatives, reproductions, copies of the original prints and negatives, derivative works, products, advertising or other copy that may be used in connection therewith to any responsible individual, business, firm, publication, or to any of their assignees.

In my own behalf, I hereby release and agree to hold harmless Photographer, his legal representatives, assigns, and those acting under his permission or authority, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced or published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

I acknowledge that the photography session was conducted in a completely proper and highly professional manner, and this release was willingly signed at its termination. I certify that I am not a minor, and am free and able to give such consent, and that no prior contract or agreement prevents my granting this Release to Photographer. I agree to indemnify and hold Photographer harmless for any untrue statement I make in this Release, including but not limited to my certifications that I am not a minor and may freely enter into the terms of this Release.

I agree that Photographer is under no obligation to provide me with any portion of any revenue gained from the sale, transfer, license or other commercial exploitation of the Pictures. I further agree that if Photographer does provide me, in his sole discretion, with a portion of such revenues, that such provision shall not be a waiver or in any way abrogate any portion of this Release, and that acceptance of such payment shall signify my continuing agreement with the terms of this Release.

I agree that Photographer is under no obligation to market, exploit or otherwise attempt to use the Pictures, and that any such marketing or use is at Photographer’s sole discretion.

In my own behalf, I do hereby warrant that I have read this Release prior to its execution, and am fully familiar with its terms and content.

Date

Model Initials

“Plain English” Clause

Without in any way diminishing the terms of this Release as set forth above, which shall be controlling, I understand, and I agree, that the “Plain English” meaning of this Release is that the Photographer owns all rights to the Pictures, he may do as he wishes with them, and that I have no further rights with regard to their use or sale. Unless the Photographer violates the terms of this Release, I promise that I will in no way attempt to interfere with his or other people’s use of the Pictures or seek any more money from him or any other person if they are used in any way. I promise that it is completely legal for me to sign this Release and, if it isn’t, I promise to make good any damages the Photographer suffers because of it.

Model's signature

Date(s)

Address/Telephone/email

IMAGE LICENSE

Marc Whipple (“Photographer,”) the creator of the images above described (“Pictures,”) hereby licenses the copyright on some or all of the Pictures to the person above identified as the Model under the following terms:

Photographer will provide Model with a CD-ROM containing the Pictures which are to be licensed to Model (“Promotional Images.”) The Promotional Images shall be of good quality, suitable for high-quality screen display for World Wide Web or similar electronic promotional use by Model.

Photographer will further provide Model with high-quality printouts of those Pictures which are to be licensed to Model (“Portfolio Images.”) The Portfolio Images shall be printed on a high-quality photo inkjet printer, on high-quality media, and shall be suitable for display in the Model’s portfolio.

Which Pictures Photographer provides as Promotional and/or Portfolio Images shall be at Photographer’s sole discretion, but Photographer shall provide not less than 10% of the total number of Pictures as Promotional Images and not less than Two (2) Portfolio Images, unless in Photographer’s judgment there is no suitable subset of the Pictures to meet these goals, in which case Photographer shall make a good-faith effort to provide a reasonable number of Promotional and Portfolio Images from those Pictures which are suitable.

Model’s license shall include the right to display the Promotional and/or Portfolio Images for purposes of self-promotion. Model shall have no right to resell or relicense the Promotional and/or Portfolio Images for any other purpose, and this license shall be nonexclusive.

Marc Whipple

Date(s)

Date

Model Initials