MODEL RELEASE AND PERMISSION

TO USE PHOTOPGRAPHS

The effective date of this Model Release and Permission to Use Photographs (the “Agreement”) is [DATE], made

**BETWEEN: [YOUR COMPANY NAME]** (the "Website Owner"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [MODEL NAME]** (the "Model"), an individual with his/her main address located at:

 [COMPLETE ADDRESS]

**RECITALS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Model hereby irrevocably and perpetually grants to Website Owner the unrestricted right, power and authority to reproduce, publish, print, distribute, transmit, copy, or otherwise exploit, in whole or in part, in any medium known or later discovered, including but not limited to by means of digital transmission through the Internet, all photographs which are described in Appendix “A” attached hereto, including but not limited to all photographs and images taken of the Model by [PHOTOGRAPH] at a photo shoot held at [LOCATION] on [DATE], and further including the photographs which are attached hereto and consecutively numbered [NUMBER] through [NUMBER] (all of the above are collective defines herein as the “Photographs”).

1. **COPYRIGHTS AND USE OF PHOTOGRAPHS**

The Model acknowledges and agrees that the Website Owner may use and exploit the Photographs in any manner, without restriction of any kind, and without the necessity of acknowledging the Model’s identity, or by identifying him/her other than with his/her real name.

The Model hereby releases and holds the Website Owner harmless from and against all claims, suits, threats, demands, liabilities, actions and causes of action, in any way related to the Photographs or the Website Owner’s use and exploitation of the Photographs, including but not limited to actions based upon invasion of privacy, violation of moral rights, defamation, false light, and all other potential legal theories of any nature or type, under and state, national or local common law, statutory law, rule, regulation or court order, whether now known and available or whether later developed, discovered or created.

1. **REPRESENTATIONS AND WARRANTIES**

The Model represents and warrants that he/she is over the age of majority in the state in which this Release is executed and that the Model has full power and authority to execute this Release. The Model has produced a valid driver’s licence’ birth certificate or other proof of his/her age to the Website Owner. No other party has any interest or right in and to the Photographs or the exploitation thereof by the Website Owner.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorised representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected, and this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

1. **GOVERNING LAW**

In interpreting the terms of this Agreement, the parties agree that the laws of the [COUNTRY] shall be applicable. All suits permitted to be brought in any court shall be in [COUNTRY].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

WEBSITE OWNER MODEL

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

ANNEXURE A

THE PHOTOGRAPHS