Release and Permission to use Testimonies and Photographs

 ©

This document is a Release and Permission to Use Testimonials and Photographs (the “Agreement”) and is effective starting [DATE]:

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

 [YOUR ADDRESS]

**AND: [NAME]** (the "Individual"), an individual located at:

 [COMPLETE ADDRESS]

**RECITALS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the [INDIVIDUAL NAME], (the “Individual” hereinafter) hereby irrevocably and perpetually grants to [YOUR COMPANY NAME], (the “Website Owner” hereinafter), 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 and testimonials which are described in Appendix “A”.

1. **COPYRIGHTS AND USE OF TESTIMONIALS AND PHOTOGRAPHS**

The Individual acknowledges and agrees that the Website Owner Inc. may use and exploit the testimonials and photographs in any manner, without restriction of any kind.

The Individual hereby releases and holds the Website Owner Inc. harmless from and against all claims, suits, threats, demands, liabilities, actions and causes of action, in any way related to the testimonials and 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, federal 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 Individual represents and warrants that he/she is over the age of majority in the state in which this Release is executed and that the Individual has full power and authority to execute this Release. No other party has any interest or right in and to the testimonials or photographs or the exploitation thereof by the Website Owner.

1. **ENTIRE AGREEMENT**

 © Copyright The Website Owner. 2010. All rights reserved. Protected by the copyright laws of the United States & Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL BE SUED IN A COURT OF LAW.

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 [COUNTRY] shall be applicable. All suits permitted to be brought in any court shall be in [STATE/PROVINCE].

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 INDIVIDUAL

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

APPENDIX A

 © Copyright The Website Owner. 2010. All rights reserved. Protected by the copyright laws of the United States & Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL BE SUED IN A COURT OF LAW.

THE TESTIMONIALS AND PHOTOGRAPHS