

MODEL RELEASE AND RELEASE AND WAIVER OF LIABILITY

I, the undersigned named party, the releasing party, as of the date below (the “Effective Date”) hereby irrevocably grant to Sun Shots Photography LLC (“Company”), subject to the terms hereof, the non-transferable, non-sublicensable, non-exclusive right and license to photograph me, and to edit, use, and reproduce my image, performance, and physical likeness (including negatives, finished pictures, proofs, transparencies, copies of the original prints and negatives, and reproductions), as well as my personal information, including but not limited to my name and biographical information (individually and collectively, my “Likeness”), in whole or in part, and on a perpetual and worldwide basis, to the extent arising out of my rendition of modeling services (“Services”) pursuant to the modeling services agreement between Company and myself dated as of the Effective Date (a copy of which is attached hereto as Exhibit “A”), solely for Company’s production and exploitation of a print advertisement (the “Advertisement”). I specifically consent to the use of such materials with other images, graphics, and text. Without limitation on the foregoing, I also acknowledge and agree that the results and proceeds of the Services may be altered or modified by Company without restriction, including without limitation, by traditional or digital photographic techniques including creating composite, blurred, or distorted representations, retouching, and changing color, perspective, foreground, size, shape, context, or background.

Notwithstanding anything set forth herein to the contrary, Company will provide me with prior written approval rights in connection with any exploitation of the following elements of my Likeness: (1) any and all personal information provided hereunder (i.e., my name, biography, nickname, and/or other personal facts or information); and/or (2) any and all other pre-existing materials or information not created specifically by Company hereunder in connection with the Advertisement.

I acknowledge and agree that Company is discounting the prices it is charging me for the photography session by the amount of \$100.00, as full and complete consideration for all of the Services in connection with the Advertisement and all of the rights herein granted, and such discount shall represent my fee (the “Fee”). No other amounts shall be due and owing to me other than the Fee.

I agree that all rights in the pictures taken of me by or on behalf of Company specifically in connection with the Services (the “Materials”), including all copyrights therein, shall be the exclusive property of Company upon creation as a work-for-hire, as such term is commonly understood pursuant to U.S. copyright law. Notwithstanding the foregoing, I shall, at all times, retain any and all ownership (and other intellectual property) rights in and to: (1) my name, biographical material, and any and all other personal information of any kind; and (2) photographs, likenesses, recordings, videos, and/or other images of or including me and not taken by or on behalf of Company exclusively in connection with the Services. To the extent that any and all such pre-existing, or independently created, materials or information are incorporated in the Materials, I hereby grant to Company the right to exploit any and all such materials or information, pursuant to the terms hereof, but only as incorporated in the Materials (without modification) and not separately and apart therefrom.

I acknowledge and agree that with respect to the Materials, Company shall have the right to create unlimited versions of varying lengths and in various languages (including English and Spanish), as well as the right to create an unrestricted number of edits, cutdowns, versions, variations, lifts, revisions and derivatives thereof; provided, however, that my Likeness (or any

element thereof) will not be distorted, reproduced, edited, and/or used in connection with another person, entity, concept and/or idea of any kind, in whole or in part, which could reasonably: (1) create a material misrepresentation about my identity (including without limitation my appearance and/or biographical information) and/or my opinions, mores, or beliefs of any kind; and/or (2) disparage or denigrate me in any way.

This agreement is confidential. As such, neither party will share with any third party any information about the activities contemplated for hereunder unless required to do so in order to fulfill its obligations hereunder. This confidentiality requirement shall not apply to: (1) information previously known and/or publicly disseminated prior to the Effective Date; (2i) information independently discoverable without breach of any duty hereunder or otherwise; and/or (3) information required to be disclosed by law and/or pursuant to a subpoena or other similar discovery request.

Nothing herein will constitute any obligation on Company to make any use of any of the rights set forth herein.

Subject to the terms hereof (including Company's payment of the Fee) and to the fullest extent permitted by applicable law, I hereby waive any and all claims, demands, losses, and liabilities of any kind or nature that I may have against Company, along with each of Company's executives, directors, officers, employees, affiliates, agents, and assigns, with respect to Company's authorized exploitation of its rights hereunder, including without limitation, claims in the nature of copyright infringement, libel, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like.

I agree not to enjoin Company's exploitation of my Likeness, the Materials, and/or the Advertisement in general, and in the event of any breach hereunder by Company, I shall be restricted to an action at law for monetary damages only.

This release sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter. This release may not be modified except by an instrument in writing signed by both parties. If any provision of this release is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

I represent and warrant to Company as follows: (i) that I am over eighteen (18) years of age or, if I am under eighteen (18) years of age, my parent/legal guardian has executed the attached "Parental Consent"; (ii) that I have full right, power, and authority to enter into this Agreement and grant the rights granted herein without violating any applicable law and/or agreement with any third party; and (iii) that the release provided hereunder does not require the consent of, or any payment to, any third party. I will indemnify and hold harmless Company, along with Company's employees, agents, and affiliates, from and against any and all third-party claims to the extent arising out of my breach or alleged breach of this Agreement including any of the representations and warranties contained herein.

The provision of an acknowledgment or credit of me in connection with the Materials or the Advertisement, if any, shall be determined by in Company's sole discretion. I certify that I have read this consent and release, fully understand its contents and intend to be legally bound to it. This release shall be governed by the laws of the State of Florida, without regard to its conflict

of laws principles. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Pinellas County, Florida, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

By executing where indicated (below), each party agrees to the terms and conditions set forth above as of the Effective Date.

Print name: _____
Address: _____

Effective Date: _____

SUN SHOTS PHOTOGRAPHY LLC

Print name: _____
Title: _____

PARENTAL CONSENT (IF A MINOR)

I, as parent/legal guardian of the foregoing minor, agree to all of the terms and conditions of the above release, and I personally join in and will be responsible for the warranties, representations, covenants, obligations and responsibilities set forth by the minor (i.e., releasing party) above. I sign this document to signify my agreement to all of the above terms and agree to fully hold harmless Company with respect to any claims which may be made (including any claims by the minor) as a result of the authorized exercise by any of Company of their rights hereunder.

Signature: _____
Print Name: _____
Date: _____