

PHOTOGRAPHERS RELEASE & WAIVER AGREEMENT

PHOTOGRAPHER NAME:

AGENCY (If Applicable):

SHOOT DATE:

COMPENSATION:

(Check and fill out only one):

I am offering my professional services and photography, time to photograph each model and all film processing, proof and prints of photographs taken during the shoot on _____, 20__ for **no charge or service fees**.

I am offering my professional services and photography, time to photograph each model and all film processing, proof and prints of photographs taken during the shoot on _____, 20__ for compensation in the amount of \$_____ (the "**Compensation**").

FOR AND IN CONSIDERATION of my engagement as a photographer, I hereby give, transfer and grant over to TONI&GUY USA, LLC, and its affiliates, its successors in interest, subsidiaries, and assigns (hereinafter referred to as "T&G"), an irrevocable, perpetual, worldwide, exclusive unrestricted right and license to copyright and use, publish, exhibit, display, and print any photos taken by me on the Shoot Date specified above (the "Photos") for any and all purposes, including without limitation commercial purposes, educational, publicity or promotion of any kind, and in any format, including without limitation in advertising material, promotions, television and motion pictures, magazines, books, video recordings, photographic, film or video images and in any form of media that exists now or will exist in the future throughout the world forever in perpetuity including without limitation electronic or digital media, in whole or in part, composite or distorted in character or form, without restriction as to changes or transformations thereof, including without limitation any reproductions or reuse. T&G will not be required to pay any consideration beyond the compensation stated above, if any, or seek any additional approval in connection with such use.

In addition, the undersigned agrees with T&G, as follows:

1. I relinquish any rights that I may have to reproduce, examine or approve the Photos or any version or edit thereof.

2. I release, discharge, indemnify and hold harmless T&G, and their officers, directors, employees and agents, from and against any and all damages, claims, judgments, and suits, (including reasonable attorney's fees) which may at any time be imposed on, incurred by or asserted against T&G, as the result of any negligent act or omission taken by me with respect to, or in connection with, performance or breach of any provision under this Photographers Release and Waiver Agreement (the "Agreement").

3. I have received full consideration, as applicable, for the rights granted herein to T&G and I waive all claims to any further payment or consideration for the use of the Photos or any other rights granted hereunder. I further acknowledge that no further payment or consideration for the use of the Photos has been offered or agreed upon.

4. I hereby represent that I am over 18 years of age and have read this Agreement in full before its execution. I acknowledge that this Agreement constitutes the entire agreement regarding this subject matter between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.

This Agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect. In the event of invalidity or unenforceability of any term or provision, such term or provision shall be construed or modified to the extent necessary to render it valid and enforceable, while also giving maximum effect to the original intent of the parties in creating this Agreement. I acknowledge being advised that this Agreement is a binding contract and that this declaration is an integral part of this Agreement.

In witness whereof, the undersigned, has signed this Photographers Release and Waiver Agreement the _____ day of _____, 20_____.

PHOTOGRAPHER:

TONI&GUY USA, LLC:

By:

By:

Printed Name:

Printed Name:

Address:

Title:

Phone No.: