

PHOTOGRAPH & VIDEO WAIVER RELEASE FORM
INDIVIDUAL

Effective Date: November 02, 2020
Name: _____
Address: _____

Email (optional): _____
Phone (optional): _____

Purpose: Austin Wrestling Academy, LLC of 510 Bridle Path #B, Dripping Springs, Texas 78620, their photographers/filmmakers, marketing agencies, affiliates, subsidiaries, successors, employees, agents, representatives and assigns (collectively "Released Party")

Assignment: For good and valuable consideration, the receipt of which is acknowledged by signing this release, I hereby convey, transfer and assign all right, title and interest to Released Party in and to any images, text, quotes, comments, endorsements, videos, likeness, film, audio, audio-visual, graphic or verbal depictions of any kind of me knowingly provided by me to Released Party or taken of me by Released Party (the "Content").

The Content, including the copyright and all other rights therein, shall be Released Party's sole and exclusive property and I hereby grant and assign all rights of any nature in and to the Content. I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. Released Party's rights include the right to authorize, prohibit and control the renting, lending, fixation, reproduction or other exploitation of the Content by any media and means now known or hereafter devised as may be conferred upon Released Party under applicable laws, regulations or directives, including without limitation, any so-called rental and lending rights pursuant to any European Union ("EU") directives or any enabling or implementing legislation, laws or regulations enacted by the member nations of the EU. I agree that the Content may be combined with other images, text, graphics, and film audio and audio-visual works; and may be cropped, altered or modified. Released Party is not obligated to use the Content.

I agree that I have no rights to the Content, and I also have no right to any of Released Party's trademarks, copyrighted materials and other intellectual property. I waive any right to inspect or approve the finished version(s) of any reproduction of the Content. I acknowledge and agree that I will make no further claim for any reason to or against Assignees.

I reasonably believe that what I say or provide to you so that you can create the Content is true, and free of libel, obscenity, and other unlawful matter, and does not infringe the intellectual property or privacy rights of any other individual or entity.

I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to Released Party. I also hereby release Released Party from all claims, demands, and liabilities whatsoever in connection with the above. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of the State of Texas. The exclusive venue for any dispute shall be a court of competent jurisdiction in the State of Texas

I acknowledge that I have completely read and fully understand the above release and fully agree to be bound thereby.

I represent and warrant that:

- I am at least 18 years of age and have the full legal capacity to execute this release.
 I am the legal guardian of _____ and have full legal authority to execute this release.

Agreed on this date, November 02, 2020.

By: _____
Printed Name: _____

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Instruction Sheet

What is it?

This release is permission given from an individual, or a group of individuals, to use their image and/or likeness as it appears in photographs and video recordings.

Why would I use it?

If your business is putting together promotional campaigns involving photographs or videos involving real people, you will need to receive permission to use their likeness. Because people have a right to their own image and likeness, using such photos or videos without their consent for any reason can lead to potential conflicts in the future.

What do I do with this Release?*

1) Review

- Review the release to make sure all of the information contained within is correct.

2) Execution

- Distribute the release to the Releasing Party. They should:
 - Read the release carefully;
 - Fill in any missing information;
 - Sign it (or their legal guardian should sign it), and
 - Return the release to the Receiving Party.

3) Post-Execution

- The original version of this release should be kept with the Receiving Party's official records. The Releasing Party should keep a copy for their records as well.

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