



Model Release and Agreement

In consideration of engagement as a model and for other valuable consideration received (e.g. a **Talent Fee** payment following a book cover image sale), I hereby grant FuriousFotog of 16417 Mahogany Drive, Athens, AL 35613 ("Photographer") and Photographer's heirs, legal representatives, agents, and assigns the irrevocable, perpetual, and unrestricted right to use, re-use, publish and re-publish images ("Photographs") taken of me by the Photographer or anyone acting in behalf of the Photographer in all forms, media and manners (including upload online), in conjunction with my own or a fictitious name, for advertising, trade, sales, promotion, exhibition, or any other lawful purposes.

I also agree that sessions are attended voluntarily at my own risk with compensation as expressed above and that the Photographer has taken all possible steps to ensure my health and safety. By taking these Photographs I release, discharge, and agree to hold harmless the Photographer and the Photographer's heirs, legal representatives, agents, and assigns from any liability or claims of exposure to or infection by any and all bacteria, viruses, and other diseases (including COVID-19).

I waive any right to review or approve: the use of the Photographs, or the matter that may be used in conjunction with the Photographs, now and in the future, regardless of whether the use or matter is known to me. I further waive any right to additional royalties or other compensation arising from or related to the use of the Photographs in the Photographer's own projects such as calendars or subscription-based services.

I release, discharge, and agree to hold harmless the Photographer and the Photographer's heirs, legal representatives, agents, and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Photographs. I also release, discharge and agree to hold harmless the Photographer and the Photographer's heirs, legal representatives, agents, and assigns from any and all claims and demands ensuing from or in connection with the use of the Photographs, including any and all claims for libel and invasion of privacy.

Photographs shall not be used for pornographic or defamatory purposes. Photographs may be licensed for book covers in any genre including romance and/or erotica. The Photographs shall not represent obscene acts that are considered illegal (e.g., sexual acts with a minor) but may apply to storylines that include diverse characters (straight, LGBTQ+, interracial, etc.), genres, situations, and storylines. I also understand that Photographs may be altered by the photographer or subsequent designer to alter my appearance to best fit the character in mind (e.g., eye color, tattoos, etc.). Compensation for use of these Photographs in this capacity shall be considered already paid in full per the agreed upon Talent Fee.

I acknowledge that by signing this release, I am allowing the Photographer to license the Photographs in perpetuity, and that my options for Photographs to no longer be sold should I retire, follow a new career path, and/or other such life changes are to either:


- (1) buy out the session at a cost of \$5000 to cover potential lost revenues to Photographer or
- (2) agree that the Photographs may be altered in a manner that my identity is no longer recognizable and in so doing forgo my Talent Fee (allowing the Photographer to sell the modified Photographs without payment to me).

I affirm that I am over the age of majority and have authority to contract in my own name, and that I acknowledge this release is in effect until such time it is canceled in writing or replaced by a signed update.

TATTOO PROPERTY RELEASE:

For models that have recognizable tattoos ("Artwork") on their skin ("Owner"), signing this agreement ensures that Owner has obtained permission from their tattoo artist(s) ("Artist") to allow for photographs to be taken by FuriousFotog, and for commercial use of those photographs by FuriousFotog in accordance with either:

1. Work made for hire agreement (17 U.S. Code 201 (b)), wherein Artist has been compensated for Artwork up front and in full and no residual compensation is required, or
2. Artist grants implied assignment of copyright ownership/implied license to use the Artwork as the Owner sees fit, or
3. Owner is a co-author of the Artwork, and henceforth partly owns the copyright.

 04/15/2021

Golden Czermak / Furious Fotog



Sample

04/15/2021

Model Print & Sign & Date