

MODEL RELEASE AND AGREEMENT

IMAGE USAGE AND COMPENSATION

In consideration of engagement as a model and for other valuable consideration received (i.e. a **Talent Fee** payment following the licensing of a book cover Image featuring my likeness, less any applicable business fees incurred at the time of payment), I hereby grant FuriousFotog ("Photographer," "Brand") 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," "Images") taken of me by the Photographer or anyone acting in behalf of the Photographer in all forms, media and manners including upload online and licensed usage, in conjunction with my own or a fictitious name, for advertising, trade, sales, promotion, exhibition, or any other lawful purposes.

NOTICES

- 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 themselves represent obscene acts that are considered illegal (e.g., sexual acts with a minor) or imply affiliations (e.g., with political or controversial groups) but may apply to storylines that include diverse characters (straight, LGBTQ+, interracial, etc.), popular genres, and intense situations.
- Photographs may be altered by the Photographer, or a graphic designer hired by the Licensee to change a person's appearance to best fit the character in mind (e.g., adjusting eye color, adding or subtracting tattoos, etc.).
- Compensation for use of these Photographs in this capacity shall be considered already paid in full per the agreed upon Talent Fee.

WAIVERS

- 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 in calendars or subscription-based services.
- I acknowledge 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).

GENERAL RELEASES

- 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.

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 and subsequent Licensees, in accordance with either:

- A 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
- Artist grants implied assignment of copyright ownership/implied license to use the Artwork as the Owner sees fit, or
- Owner is a co-author of the Artwork, and henceforth partly owns the copyright.

MODEL RELEASE EXIT CRITERIA

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:

- Buy out my session(s) at a cost of \$5000 per session to cover potential lost revenues to Photographer, or
- Agree that the Photographs may be altered in a manner that my face is no longer recognizable and in so doing forgo my Talent Fee (i.e., allowing the Photographer to license these modified Photographs without any compensation due to me).
- If a model release is exited, a new model release form must be signed to reinstate terms and conditions.

CRIMINAL LIABILITIES AND PENALTIES

I understand that brand protection is important and that if I should be publicly accused of alleged **criminal** activity, I shall be responsible for reimbursement of:

- **Both** my Talent Fee and the Photographer's Fee for each licensed Image, payable to the Photographer, AND
- The lesser amount of either cover design fees or \$300 to each Licensee of my Image(s), payable to the Licensee.
- In these circumstances, the Photographer shall supply total cost breakdown when required.

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.

TALENT FEE: \$


Golden Czermak / Furious Fotog


Model Print, Sign, and Date (can be real or fictitious name/DBA)

Rev. 29 December 2021