

STILL PHOTO RELEASE

Subject: \_\_\_\_\_ Fee: \_\_\_\_\_

Subject hereby grants to \_\_\_\_\_ (COMPANY) the exclusive right to use the photograph(s) (PHOTO) depicting subject listed in Exhibit A, attached hereto, for inclusion in the film \_\_\_\_\_ and any ancillary use or derivative works, and for all merchandising purposes. Subject acknowledges that the Photo may be duplicated and distributed in any and all manner and media throughout the world in perpetuity.

Subject grants Company the exclusive right, license and privilege to utilize the names, characters, artist's portrayal of characters, likeness, and visual representations in the Photo in connection with the manufacture, advertising, distribution and sale of any film, articles or products. Such granted rights include the unconditional and exclusive right throughout the world to use, simulate and portray subject's likeness, voice, personality, personal identification and personal experiences, incidents, situations and events which heretofore occurred or hereafter occur (in whole or in part) in any and all other media of any nature whatsoever, whether now known or hereafter devised. Subject agrees that Company may elect to refrain from using subject's real name and may use a pseudonym.

Subject hereby releases and discharges Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that it may have or may from now on for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of the rights granted under this agreement.

Subject warrants and represents that Subject possesses all rights necessary for the grant of this license, and will indemnify and hold Company, its licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of a breach of the foregoing warranty.

Subject agrees that Company shall have the unlimited right to vary, change, alter, modify, add to and/or delete from his depiction in the Photo, and to rearrange and/or transpose his depiction, and to use a portion or portions of his depiction or character together with any other literary, dramatic or other material of any kind.

Subject has not committed or omitted to perform any act by which such rights could or will be encumbered, diminished or impaired; Subject further represents and warrants that no attempt shall be made from now on to encumber, diminish or impair any of the rights granted herein and that all appropriate protection of such rights will continue to be maintained by Subject.

All rights, licenses and privileges herein granted to Company are irrevocable and not subject to rescission, restraint or injunction under any circumstances. Nothing herein shall be construed to obligate Company to produce, distribute or use any of the rights granted herein.

This agreement shall be construed according to the laws of the State of California applicable to agreements which are executed and fully performed within said State.

This agreement contains the entire understanding of the parties relating to the subject matter, and this agreement cannot be changed except by written agreement executed by the party to be bound.

I agree that this agreement contains the entire understanding with respect to the above matters and cannot be changed or terminated except in writing signed by Producer and me.

Copyright Holder Name (print) \_\_\_\_\_

Authorized Grantor's Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_