

MODEL RELEASE Agreement (Photos, Image, Film and Video) for Client
 - Permission for Audio/Photo/Video Capture/Edit/Distribution -
 - Permission for use freely for any marketing, business, commercial, advertising, and tutorial use, as well as all and any other business or personal use –

This MODEL RELEASE Agreement by and between Pascal Monmoine (hereinafter referred to as Pascal MONMOINE) and _____ (hereinafter referred as "I ") is entered into this ____ day of _____, 2017.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant to Pascal MONMOINE his/her heirs, legal representatives and assigns, those for whom Pascal MONMOINE is acting, and those acting with his/her authority and permission, as follows:

- a) I grant Pascal Monmoine the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or Picture(s) and Video/Audio Recordings, whether in digital or printed form, of me or in which I may be included intact or in part, without restriction as to changes or transformations or reproduction in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other personal or business use and purpose whatsoever.
- b) I agree to be Photographed, Recorded (image and sound/voice) and Videotaped by Pascal Monmoine and its agents ("Company") and businesses, assistant(s), employee(s) and partner(s), in connection with my participation in my PHOTO/VIDEO Shoot with, and by, Pascal Monmoine.
- c) I grant permission to use any printed material in connection with the Picture(s) and Video/Audio Recordings, including but not limited to my name, Pascal Monmoine's name or any of his businesses.
- d) I hereby relinquish any right that I may have to examine or approve the completed product or products of the Picture(s) and Video/Audio Recordings, or the advertising copy or printed matter that may be used in conjunction with the Picture(s) and Video/Audio Recordings, or the use to which such advertising copy or printer matter may be applied.
- e) I hereby irrevocably authorize Company and/or Pascal Monmoine, and its affiliates to copyright, publish, reproduce, exhibit, transmit, edit, broadcast, televise, digitize, display, otherwise use, and permit others to use, (a) my name, image, likeness, and voice (or those of my minor child/children), and (b) all photographs, recordings, videotapes, Video/Audio Recordings, audiovisual materials, writings, statements, and quotations of or by myself (collectively, the "Materials"), in any manner, form, or format whatsoever (edited or not) now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, educational, tutorial, advertising or promotion of Company and/or Pascal Monmoine, its affiliates, or their services, without further consent from me, and without any payment whatsoever and of any kind to me.
- f) I hereby assign to Company and/or Pascal Monmoine all rights to the recording and/or taping of my appearance by means of the videotape, still photography, Video/Audio Recordings, and audio recordings made during my PHOTO/VIDEO shoot, and I hereby further authorize the reproduction, copyright, sales, exhibition, cablecast, webcast and/or distribution of said videotape by the above producer, his/her agent(s) or assignee(s) without limitation. I understand that permission allows the Producer to distribute the production and I understand distribution may include internet, print publicity, tutorials and any and all distributions available to this producer. I further agree to release, discharge and indemnify the producer from any legal proceedings which may arise in relation to the conditions stated above.
- g) It is understood that all of the Materials, and all films, audiotapes, videotapes, Video/Audio Recordings, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials/Videos/Photos/Films, are the sole property of Pascal Monmoine and Company. I agree not to contest the rights or authority granted to Pascal Monmoine and/or Company hereunder. I hereby forever release and discharge Pascal Monmoine and/or Company, its employees, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials. I understand that Company and/or Pascal Monmoine is under no obligation to use the Materials.
- h) I understand that Pascal Monmoine (and any of its current or future businesses and/or employees) might use part or all of the video created with me (or my child/children) and/or any or all of the Photographs created of me and/or of my child/children (video/audio and/or photographs which might include my name, image, likeness, and voice) for commercial, marketing, educational and income generating use, for Pascal Monmoine's own benefit, or for any of his clients, associates or partners. I understand and agree that Pascal MONMOINE (and any of its current or future businesses and/or employees and/or anyone who Pascal MONMOINE might decide to partner with, or affiliate with, at any time in the future) will be allowed to use part or all of the footage/video and part or all of the Video and Audio Recordings (edited freely by Pascal MONMOINE) and/or Photographs, for direct or indirect income, monetization or compensation, or for any marketing, PR, commercial and any business use.
- i) I understand that Pascal Monmoine (and any of its current or future businesses and/or employees) might use part or all of the video/audio created with me (or my child/children) and/or any or all of the Photographs created of me and/or of my child/children, and that he will be totally free to use them for any and all kind of income, and to include them in any and all kind of medias and mediums (such as, but not limited to, books coffee table books, websites, lectures and conferences, educational material etc.). I also understand that I fully relinquish any rights I might have to part or all of any such income. I understand that Pascal Monmoine (and any of its current or future businesses and/or employees) will be the sole and exclusive beneficiary of any and all such income and/or royalties and/or monetization for any and all of the video/audio footage and photographs that he will have taken of me (or my child/children).

- j) I hereby release, discharge and agree to save harmless Pascal MONMOINE, his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, 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 of said Picture(s) and video/audio Recordings, or in any subsequent processing of the Picture(s) and Video/Audio Recordings, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
- k) If the present Model Release includes a Photo Shoot, I understand that Pascal MONMOINE will provide me (by email or on my USB memory stick, to his choosing) with the best 3 Picture(s)/Photographs of the photo shoot, according to what was agreed upon through our email/booking communications. I also understand that I will have UNLIMITED RIGHTS to print and use such Picture(s) in any way that I choose both for my personal use as well as for any personal business use. I agree to always publish them with the proper credit of " **Photo by Pascal Monmoine – www.PhotographyByPascal.com**". I also agree to never sell or market in any way for income or compensation originals or copies of the Picture(s) and/or Video Recordings taken. I understand and agree that only Pascal MONMOINE will be allowed to do so.
- l) I understand and fully accept that the copyright of all the Picture(s) and Video/Audio Recordings taken/recorded during our photo shoot will be owned by Pascal MONMOINE and I hereby relinquish any and all intellectual property rights in these Picture(s) and Video/Audio Recordings, including but not limited to, all copyrights.
- m) I agree to pay Pascal Monmoine a one time fee of **\$ 1,500** (+ North Carolina Sales Tax on that amount) which will cover the cost of the photo shoot as well as my rights to use such Picture(s) as defined in paragraph e) here above. 25% of that fee will be due at the time of scheduling the photo shoot and are non refundable if I were to decide to cancel the photo shoot for any reason. The balance (75% of the total fee) will be due at the start of the Photo Shoot. If I were to ask for the shoot to be rescheduled within less than 5 calendar days from the originally scheduled date, an additional and non refundable \$250 rescheduling fee will be charged to me.
- n) By accepting to be photographed and/or recorded on video (and audio) by Pascal Monmoine/Pascal Monmoine Studios, I accept and agree to release and hold harmless Pascal Monmoine/Pascal Monmoine Studios, and their respective advertising and promotion agencies and each of their respective subsidiaries, affiliates, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which I (or my child/children or pet(s)) might be victim of, or that may occur to myself, to my child/children or to my pet(s) in connection with, preparation for, travel to, or participation in this photo shoot and video/audio shoot.
- o) No oral or other representations, warranties and/or agreements purporting to change the terms of this Agreement shall be enforced, unless made in writing and signed by both parties. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of said Agreement shall remain in full force and effect.
- p) You acknowledge that: (1) compliance with this agreement is necessary to protect the Pascal Monmoine business and good will; (2) a breach of those Sections will irreparably and continually damage Pascal Monmoine; and (3) an award of money damages will not be adequate to remedy such harm. Consequently, you agree that, in the event you breach or threaten to breach any of these covenants, Pascal Monmoine shall be entitled to both: (1) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (2) money damages, insofar as they can be determined, including, without limitation, all reasonable costs and attorneys' fees incurred by the Pascal Monmoine in enforcing the provisions of this Agreement. Nothing in this Agreement, however, shall prohibit Pascal Monmoine from also pursuing any other remedy.
- q) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I explicitly authorize Pascal Monmoine to take photos and video/audio recordings of me. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns. The law that shall govern this agreement is that of the state of North Carolina.

This document contains the entire agreement between the Company and/or, and the undersigned concerning the subject matter hereof.

First Name: _____ Last Name: _____

Date: _____ Time: _____ Signature: _____

Write here " NO NAME" if you prefer for your name to never be used publicly : _____

Address: _____

City: _____ State/Zip: _____ Country: _____

Witness: _____

(Note: If participant is a MINOR, the name and signature of the participant's parent or legal guardian must be added to, and used, on the present form)