

PHOTO MEDIA RELEASE

This Photo Release (this "Release") is entered into and made effective as of (the "Effective Date"), by and between [RELEASEE NAME], with an address of [RELEASEE ADDRESS] (together with its agents, employees, licensees, successors, and assigns, the "Releasee" or "Photographer"), and [RELEASOR NAME], with an address of [RELEASOR ADDRESS] (the "Releasor" or "Subject"). The Releasor and Releasee are each a "Party" and together the "Parties."

1. Recitals and Purpose

WHEREAS, the Releasee is engaged in the business of photography, publishing, and/or the creation of visual content; and

WHEREAS, on or about (the "Session Date"), the Releasee photographed or will photograph the Releasor (the "Photography Session"); and

WHEREAS, the Releasor desires to grant the Releasee the right to use the photographs taken during the Photography Session for the following intended use: [PURPOSE] (the "Purpose").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

2. Consideration

No compensation. The Releasor's participation in the Photography Session is voluntary. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Releasor grants the rights set forth below and acknowledges that no financial compensation, royalties, or other payment is or will be owed by the Releasee on account of this Release or the use contemplated hereby.

3. Grant of Photographic Rights

The Releasor hereby irrevocably grants, assigns, and licenses to the Releasee the absolute and perpetual right and permission to take, use, re-use, reproduce, edit, alter, retouch, crop, modify, copy, exhibit, publish, distribute, transmit, broadcast, license, and create derivative works from any and all photographs, still images, negatives, digital files, contact sheets, and other photographic representations of the Releasor taken during the Photography Session, including images of the Releasor's face, body, silhouette, and identifiable marks (including birthmarks, tattoos, and distinguishing features) (collectively, the "Likeness" and the resulting photographic materials, the "Photographs").

Media formats. The rights granted hereunder extend to any and all media now known or hereafter devised, including without limitation: print publications, brochures, packaging; websites, mobile

applications, and digital publications; social media platforms; television and radio broadcast; and any other lawful purpose.

Geographic scope. The rights granted are exercisable **throughout the world**.

Duration. The rights granted under this Release are perpetual and shall continue in full force and effect indefinitely, consistent with the irrevocable nature of this Release.

Alteration and composite use. This Release includes, without limitation, the right to blur, distort, alter, retouch, crop, digitally manipulate, composite with other images, or use in fictional form the Photographs, whether intentional or otherwise, for any lawful purpose. The Releasor waives any claim arising from such alteration or use.

Ownership of Photographs. All Photographs, negatives, digital files, and derivative works created in connection with this Release shall be the sole and exclusive property of the Releasee and will not be returned to the Releasor. The Releasor acknowledges that copyright in the Photographs vests in the Releasee or its designee, as between the Parties.

4. Name and Fictitious Name

The Releasor consents to the use of the Releasor's actual name, or any fictitious name that the Releasee may choose, in any caption, credit line, advertising copy, publicity, or promotional material published in connection with the Photographs.

5. Waiver of Inspection and Approval

The Releasor waives any right to inspect, review, or approve the finished Photographs, any caption, advertising copy, or any use to which the Photographs may be applied, whether in printed, electronic, broadcast, or any other form.

6. Waiver of Royalties and Compensation

Except as expressly provided in Section 2, the Releasor waives any and all right to royalties, residuals, or other compensation arising out of or related to the Releasee's use of the Photographs, in any media and in any territory, in perpetuity.

7. General Release and Hold Harmless

The Releasor, on behalf of the Releasor, the Releasor's heirs, representatives, executors, administrators, successors, and assigns, hereby releases, discharges, and forever holds harmless the Releasee (and all persons acting under its permission or authority) from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses arising out of or related to the Releasee's taking or use of the Photographs, including without limitation claims for libel, slander, invasion of privacy, infringement

of copyright, right of publicity, right of privacy, false light, misappropriation, defamation, breach of contract, intentional or negligent infliction of emotional distress, or any claim related to the blurring, distortion, alteration, digital manipulation, composite use, or use of a fictitious name in connection with the Photographs.

8. Representations and Warranties

THE RELEASOR WARRANTS THAT THE RELEASOR IS OVER EIGHTEEN (18) YEARS OF AGE, THAT THE RELEASOR HAS READ THIS RELEASE PRIOR TO SIGNING, THAT THE RELEASOR UNDERSTANDS ITS CONTENTS, AND THAT THE RELEASOR FREELY ENTERS INTO THIS RELEASE.

Exclusive-license warranty. The Releasor represents and warrants that (i) no other party has been granted an exclusive license with respect to the Likeness covered by this Release, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Releasee under this Release.

9. Irrevocability

The Releasor acknowledges and agrees that this Photo Release, and the grant of rights contained herein, is **irrevocable** and may not be withdrawn, rescinded, or terminated by the Releasor once executed, except as expressly provided in the Duration section above or as otherwise required by applicable law.

10. AI and Digital Replicas — EXCLUDED

Notwithstanding the broad grant of rights in Section 3, this Photo Release **does not** authorize the Releasee to (i) use the Likeness or Photographs to train, refine, or evaluate artificial intelligence or machine-learning models; (ii) create digital replicas, deepfakes, or synthetic media depicting the Releasor; or (iii) generate AI-produced content using the Releasor's Likeness. Any such use requires a separate written consent specifically addressing AI and digital-replica rights.

11. Required Disclosures

Nothing in this Release shall prevent the Releasor from (a) filing a charge with, or participating in an investigation or proceeding conducted by, any federal, state, or local government agency; (b) reporting any suspected violation of law to a government agency; or (c) exercising any right that cannot be waived by private agreement.

12. General Provisions

Governing Law. This Photo Release shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules.

Venue. Any action or proceeding arising out of or relating to this Release shall be brought exclusively in the state or federal courts located in the State of [STATE], and the Parties irrevocably submit to such jurisdiction.

Entire Agreement. This Release constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements.

Amendment. This Release may be amended only by a written instrument signed by both Parties.

Severability. If any provision of this Release is held invalid, the remaining provisions shall continue in full force and effect.

Assignment. The Releasee may assign this Release and its rights hereunder to any successor in interest or licensee without the Releasor's consent. The Releasor may not assign this Release.

Counterparts and Electronic Signatures. This Release may be executed in counterparts, including electronically, under the federal E-SIGN Act (15 U.S.C. §7001 et seq.) and applicable state law.

Binding Effect. This Release shall bind and inure to the benefit of the Parties and their respective heirs, representatives, executors, administrators, successors, licensees, and permitted assigns.

Signatures

The Parties have executed this Photo Release as of the Effective Date.

Releasor / Subject

PRINTED NAME

SIGNATURE

DATE

Releasee / Photographer

PRINTED NAME

SIGNATURE

DATE