

RELEASE AND AUTHORIZATION TO RECORD AND USE VOICE AND/OR LIKENESS

This Release and Authorization (the "Release") is entered into as of _____, 20 __, by:

Full Legal Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Email Address: _____

Date of Birth: _____

Professional Name / Alias: _____

(Hereinafter referred to as "the **Releasor**")

AND

Full Legal Names: Steven P Hein, President

Business Name: Hein Family Enterprises, Inc., DBA Boise Erotic Photography

Address: PO Box 1524, Meridian, ID 83680-1524

Telephone Number: 208-509-5094

Email Address: models@boiseeroticphotography.com

(Hereinafter referred to as "the **Photographer and/or Company**")

In consideration of the payment of \$_____ (the "Payment") by the Company to the Releasor, the receipt and sufficiency of which is hereby acknowledged and without any further consideration due from the Company or any third party to the Releasor, the Releasor agrees to as follows:

1. PARTICIPATION.

The Releasor agrees to participate, from time to time, in certain photographs, video recordings, audio recordings, and/or other means of recording images and/or sound as arranged by the Company (the "Recordings"). The Releasor agrees that the Company (or its designee) has permission to record his/her voice, sounds, conversation, image, and likeness in the Recordings.

2. GRANTS.

The Releasor hereby grants to the Company, its affiliates, agents, successors, licensees, and assigns (collectively with Company, the "Company Affiliates") a perpetual, worldwide, irrevocable, royalty-free, fully paid-up right and license to the unlimited use of his/her name, fictitious and/or professional names, likeness and/or voice in the Recordings (alone or in connection with others and in and in connection with any media, now known or hereafter created) throughout the universe in and in connection with or relation to the development, marketing, advertisement, licensing, sale, distribution, and promotion of any events, products, merchandise, services, or brands of the Company Affiliates. The Company Affiliates shall have all right, title, and interest to any other right, title, or interest the Releasor may possess in the Recordings including, but not limited to, the Releasor's likeness, voice, copyrights, persona, character, image, characterization, logos, slogans, catch phrases, art, and physical attributes including, but not limited to, body art and tattoos (collectively, the "Likeness"). The Recordings are specially ordered and commissioned by the Company, and are works-made-for-hire from the moment of creation, and are and shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all the rights, results, and proceeds of the Recordings, in each case, of every kind or nature, whether now known or hereafter devised. Without reservation or limitation, the Releasor hereby sells, assigns, transfers, and conveys the Recordings to the Company, exclusively, irrevocably, and perpetually, together with all right, title, and interest in and to the Recordings throughout the world including, without limitation, the right to enforce its right in and to secure registrations, renewals, reissues, and extensions thereof. The Releasor agrees that the Company Affiliates shall have the right to transform, edit, alter, distort, modify, add to, subtract from, enhance, broadcast, telecast, duplicate, distribute, or otherwise exhibit the Likeness worldwide in all forms of media and forms of exploitation, now known or hereafter created including, but not limited to, websites, film, television, radio, and print. The Releasor agrees it will have no right to approve any use of the Likeness in the Recordings or otherwise. The Releasor agrees that no third party has or shall have any right of approval over the use of the Likeness or will be due any amounts from the use of the Likeness.

3. RELEASE.

The Releasor hereby releases the Company Affiliates from any and all claims and demands that the Releasor may have now or at any time arising from this Release or the use of the Likeness or Recordings, including but not limited to, claims for personal injury, invasion of privacy, defamation, libel, right of publicity, infliction of emotional distress, or additional payment.

4. NO OBLIGATION TO USE.

The Company shall have no obligation to use the Recordings or the Likeness. The Company's sole obligation to the Releasor is to pay the Payment set forth above to the Releasor, which the Releasor confirms has been paid by the Company and received by the Releasor.

5. **RELEASOR'S REPRESENTATIONS AND WARRANTIES.**

The Releasor hereby represents and warrants that:

- (a) s/he is, at the execution of this Release, at least eighteen (18) years old and not a minor;
- (b) s/he has the full right and legal capacity to enter into this Release and to grant the rights granted or agreed to be granted hereunder;
- (c) there is no outstanding contract, commitment, agreement, or legal impediment of any kind that conflicts with this Release or that might limit, restrict, or impair the rights granted to the Company Affiliates hereunder;
- (d) the identifying information of the Releasor set forth above is true and correct;
- (e) s/he has entered into this Release freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Release; and
- (f) s/he has read and understands this Release.

6. **ENTIRE AGREEMENT.**

This Release constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

7. **ASSIGNMENT.**

This Release is personal to the Releasor and may not be assigned by the Releasor. The Company shall have the right to assign, sublicense, sell, or pass-through any rights contained herein of this Release to a third party without approval from the Releasor.

8. **MODIFICATION.**

This Release may be supplemented, amended, or modified only by the mutual agreement of the Parties, which agreement must be in writing and signed by both Parties.

9. **NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Company:
Steven P Hein, President
Hein Family Enterprises, Inc., DBA Boise Erotic Photography
P.O. Box 1524, Meridian, ID 83680-1524

If to the Releasor:

10. GOVERNING LAW.

This Release shall be governed by the laws of the state of **Idaho**. If litigation results from or arises out of this Release or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

11. SEVERABILITY.

Whenever possible, each provision of this Release will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Release is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Release will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

12. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Release, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. HEADINGS.

Headings used in this Release are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Release as of the date first above written.

Signed at _____ on this ____ day of _____ 20____

Releasor's Signature: _____

Signed at _____ on this ____ day of _____ 20____

Photographer's Signature: _____