NAME AND LIKENESS RELEASE

- 1. For good and valuable consideration of [USAGE FEE, RATE, OR OTHER CONSIDERATION], I, [TALENT NAME], hereby grant [PRODUCER NAME] ("Producer"), its licensees, successors, heirs, and assigns, the absolute and irrevocable right and permissions described below (the "Rights"), subject only to the usage terms and limitations identified here (the "Usage Terms"), in respect of those photographic images, portraits, pictures, or moving images taken of me or in which I may be included with others (the "Images") in connection with the [PROJECT NAME] project ("Production").
- 2. **RIGHTS.** The Rights conveyed herein include the right and permission (1) to copyright the Images; (2) to use, re-use, exploit, publish, perform, distribute, and reproduce the Images, in whole or in part, individually or in conjunction with other materials; (3) to modify, crop, alter, distort, edit or retouch reproductions of the Images; and (4) to use my name, biography, picture, image, silhouette, and other reproductions of my likeness, in connection with the use and exploitation of the Images.
- 3. USAGE TERMS. The Rights are limited only as follows:a. Term:
 - c. Media:

b. Market:

- d. Usage:
- 4. **OWNERSHIP.** I agree that Producer shall have all right, title and interest in the Images and in any and all results and proceeds from said use or exploitation of the Images. I agree that I do not have the right to review or approve the Images prior to their use. Nothing herein obligates Producer to use or publish the Images. I agree to release and discharge Producer and its employees, agents, licensees, successors and assigns from any and all claims, demands or course of actions that I may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the granted rights for the use or exploitation of the Images.
- 5. If I receive a copy of any of the Images, I agree not use it for any commercial, public relations, or self-promotional purposes or post it to any social networking sites (e.g., Instagram, Facebook, Twitter, etc.) or authorize its use by anyone else unless authorized in writing by Producer.
- 6. I agree to execute such further documents and instruments as Producer may reasonably request to effectuate the terms and intentions of this Name and Likeness Release.



- 7. No breach of this Release shall entitle me to terminate or rescind the Rights granted herein, and I hereby waive the right, in the event of any such breach, to equitable relief or to enjoin, restrain or interfere with the production, distribution, exploitation, exhibition or use of any of the Rights granted, it being my understanding that my sole remedy shall be the right to recover money damages with respect to any such breach.
- 8. This Release expresses the entire understanding between Producer and me, and I agree that no oral understandings have been made with regard thereto. This Release may be amended only by written instrument signed by Producer and me. I acknowledge that in granting the rights granted, I have not been induced to do so by any representations or assurances, whether written or oral, by Producer or its representatives concerning the manner in which the rights granted may be exercised and I agree that Producer is under no obligation to exercise any of the rights granted and agree I have not received any promises or inducements other than as herein set forth. The provisions hereof shall be binding upon me and my heirs, executors, administrators and successors. This Name and Likeness Release shall be construed according to the laws of the State of [NAME OF STATE].
- 9. I represent that I am of legal age and have every right to contract in my own name in the above regard and I have read this Name and Likeness Release and I am familiar with the contents thereof.

| Talent Signature | Date | |
|------------------|------|--|
| Name | | |
| Address | | |

