

Photography by

**MODEL RELEASE
And
AGREEMENT**

Michael Howard

FOR GOOD AND VALUABLE CONSIDERATION, I in my own behalf and on behalf of my estate, in the event of my death, hereby grant and convey without recourse to Photography by Michael Howard, their legal representatives and assigns, the exclusive and absolute right and permission to own, assign, transfer, sell, copyright, use, publish, exhibit, display, manufacture, broadcast, transmit and print one or more times in and through any and all media now known or hereafter invented, and to license others to do so, in color or black and white (in conjunction with the use of my own or fictitious name) recordings, portraits or pictures of me and my voice, recorded in or by photography or any other media or means ("Images"), in whole or in part, heretofore taken, or taken this day, or hereafter taken, including those in which I may be distorted in character or form, and any reproduction thereof, made in any form or manner by Photography by Michael Howard, their photographers, employees, agents, representatives or assigns, at their studio or elsewhere, for any purpose whatsoever including, but not limited to, promotional materials, contests or advertising for Photography by Michael Howard and including, but not limited to, on products, and for purposes of trade, and I hereby consent to the use of any printed graphic, photographic, audiovisual, electronic, computer-generated or any other accompanying in any media form or in any matter in connection with the forgoing at the sole and absolute discretion of Photography by Michael Howard and/or it's assigns. If my Image is published, I further authorize the use of the name under which it is published in a broadcast script of any nature and the broadcast and transmission of such name and script over radio, telephone, computer and television lines and services and satellite transmission systems for commercial or any other use.

I hereby wave the right to inspect or approve said images of me and the advertising copy, and printed, graphic, photographic, audiovisual or computer-generated or other matter that may be used in conjunction therewith, or the telephone/broadcast/satellite system script, including without limitation any fictitious or accurate biographical material, and further wave any claim that I may have to the eventual use to which same may be applied.

I hereby release, discharge and agree to defend, indemnify and save harmless the members of Photography by Michael Howard, their respective owners, officers, directors, representatives and employees, and the photographer, artist, and/or cameraman, his, her or their representatives, assigns, employees, or any other person or corporation, partnership or other entity for whom the foregoing might be acting, including any firm publishing, transmitting, exhibiting, broadcasting and/or distributing the finished product in whole or in part, from and against any and all liability, claims, damages, costs, legal fees, penalties, judgments, actions and/or obligations as a result of the taking, processing or reproduction of the finished product; its publication; or its distribution by any media.

Understanding that Photography by Michael Howard is relying thereon, I hereby represent and warrant to Photography by Michael Howard that I am at least eighteen (18) years of age, and that I was eighteen (18) years of age or older at the time the photographs were taken, and am of lawful age to contract and am competent to contract in my own name insofar as this agreement is concerned, and I have supplied photographic proof of identity and age.

I agree that this writing is the sole and complete understanding and agreement of the parties to it with respect to the subject matter hereof, and that I am not relying on other representations or statements, whether oral or written, in this Agreement, any reference to gender shall include the masculine and feminine, and any reference to the singular shall include the plural, wherever appropriate.

This Agreement and the rights of the parties to it are to be construed and governed by the laws of the State of Texas, USA applicable to contracts to be performed entirely in that State. Any lawsuit arising out of this Agreement shall be brought only in the courts physically located in the State of Texas, County of Lubbock, and both parties consent to the exclusive jurisdiction and process of such courts.

I have thoroughly and carefully read the foregoing Release, Authorization, and Agreement before signing below. I fully understand this document and intend to be legally bound by all of its terms and conditions.

I certify that all the information provided on this form is true, complete and accurate as of the date below.

Model's Name (Print) _____

Model's Signature _____

Model's Phone # _____

Model's Social Security Number _____

Date _____

Date of Birth (Mo/Date/Year) _____

Address _____

Witness Signature _____