



Model Release

Ramses Moya, 360 Bloor St East, Suite 408
Toronto, Ontario, M4W 3M3 - (416) 846-6408

I - _____ (hereafter "Legal Guardian"), for good and valuable consideration and in exchange for photographs of _____ (hereafter "Model"), do hereby irrevocably authorize Ramses Moya d/b/a TerraOptica Studio (hereafter "Photographer"), and those acting with Photographer's permission, to use photographs taken by Photographer of the Model on the shoot dates of "SESSION DATE" and any derivative works based thereupon (collectively hereafter the "Photos") for all lawful purposes subject to the terms and conditions described herein. This agreement shall govern the images taken on the shoot date titled: **model_shootdate_xxx.zzz** whereas "xxx" refers to the sequence of images and "zzz" refers to the file extension. An additional identifier (for example black & white = "_bw_" or cross-processed=" _xp_") may be added to the image title to differentiate versions of the same image.

1. Photographer's Obligations and Commitments

- a. If possible, the Photographer will also provide un-processed proofs via an on-line contact sheet of all images of the Model within 7 days of the shoot date. These images are for proof purposes only. The Models agrees to not make use, present or show un-processed proofs in any official capacity (including printing for use in a portfolio), or post proofs for view via the Internet without the Photographer's permission. The on-line contact sheet will remain online until one month of the shoot date. If the model does not submit selection within two weeks of the contact sheet going on line then they forfeit their ability to make selections.
- b. If possible the Photographer may give the Model a proof disc (compact disc or digital video disc) containing the unedited in-camera JPGs from the photo shoot session(s). These images are for proof purposes only. The Models agrees to not make use, present or show un-processed proofs in any official capacity (including printing for use in a portfolio), or post proofs for view via the Internet without the Photographer's permission.

2. Model's Rights and Photo Usage

The Photographer agrees to the Model's use the TFCF Photos for purposes related to the promotion of the Model's self-promotional and/or non-commercial business, including but not limited to portfolios, composite cards (zed cards), exhibitions, contests, and personal promotional internet web sites. The Model will not sell publication rights in any or all of the Photos without Photographer's prior written consent. In any use of the pictures for promotion, credit must be given to the Photographer. Legal Guardian hereby recognizes the Photographer as the sole and exclusive copyright holder of the Photos. If requested by the Photographer, the Legal Guardian and Model shall affix Photographer's copyright notice and photo credit to any Images reproduced. The Photographer hereby grants a license to the model to for the usage of the Photos for an indefinite term. This license is restricted for the usage contained in this paragraph unless exemption is granted by the Photographer in writing.

3. Photographer's Rights and Usage of the Photos

Legal Guardian hereby authorizes the Photographer (as the recognized exclusive copyright holder) to use the Photos for purposes related to the self promotion or profit of the Photographer's business, including but not limited to self and 3rd party advertising, portfolios, composite cards, exhibitions, contests, books, and promotional internet web sites. Legal Guardian hereby authorizes, the irrevocable and unrestricted right and permission to copyright, in his own name, and use, re-use, publish, and republish still photographs of the Model in which the Model may be included, in whole or in part, or composite or form, without restrictions as to changes or alterations, or reproductions thereof, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. Legal Guardian hereby also consents to the use of any printed matter in conjunction therewith.

4. Liability Release

Legal Guardian hereby releases and agrees to hold harmless Photographer and those acting under his permission, from any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, unless it can be clearly shown that the foregoing was maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

5. Reproduction and Use Release

The Legal Guardian hereby irrevocably consents to and authorizes the use and reproduction by the Photographer, or anyone authorized by the Photographer, of any and all photographs, which the Photographer has this day taken of the Model, negative or positive, mechanical or electronic, for any purpose whatsoever, and without restriction.

The model hereby waive any right that they may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

6. Free Will and Consent

Legal Guardian hereby affirms that all poses, positions and situations enacted in the Photos covered in this release were entered into without force, coercion, or threat whatsoever, and were posed freely by Model with Model's full consent. Model further agrees to hold blameless and free of all accusation of such force or coercion Photographer, his legal representatives, assigns, and those acting under his permission.

7. Conflict of Laws

This Agreement shall be governed by, and construed in accordance with the Canadian laws, and to the extent not pre-empted, the substantive Ontario Provincial laws. Should any provision of this Agreement be declared or determined to be invalid or illegal, the validity of the remaining provisions shall not be affected, and the invalid or illegal provision shall be deemed not to be a part of this Agreement. Photographer and Model further state that they have carefully read the foregoing Agreement and know the contents thereof, they sign the same as their own free act, and that they are empowered and authorized to bind themselves and/or their principals to the terms of this Agreement.

8. Age of Majority

Model hereby affirms that his/her date of birth is "Birth Date" and that Legal Guardian is fully able to contract in his/her own name without breach of any prior agreement or applicable law, including but not limited to prior agreements with modeling and talent agencies.

9. Nature of Work Agreement

THIS IS NOT A CONTRACT OR AGREEMENT FOR WORK FOR HIRE. THE IMAGES ARE NOT THE PRODUCT OF A WORK FOR HIRE.

I have read the foregoing prior to its execution and I am fully familiar with and agree to the contents thereof. (Private and confidential)

Model's Name	Telephone
Address and email	Identification
	Birth Date

I the Model declare under penalty of perjury that all of the information I have given above is true and accurate.

Signature	Date