

## **TALENT AUTHORIZATION AND RELEASE**

### **Authorization**

For good and valuable consideration, the receipt of which is hereby acknowledged, I, \_\_\_\_\_, grant to MICHAEL ROACH IMAGES its successors and assigns, the right to use and publish for advertising purposes: (1) photographic portraits, photographic likenesses or pictures of me; (2) photos or likenesses of my property; and/or (3) my statements or testimonials, obtained in session(s) on the date(s) and at time(s) and location(s) specified below (hereinafter collectively referred to as the "Material"). The Material may be included in the advertisements or photographic likenesses or pictures in whole or in part, in composite or distorted form, in conjunction with my own or a fictitious name, or reproductions thereof, or in color or otherwise, made through any medium. I waive any right that I may have to inspect or approve the use of the Material that may be used in the finished product or the advertising or other copy that may be used in connection therewith or the use to which it may be applied.

### **Release**

I release and discharge MICHAEL ROACH IMAGES its successors and assigns and all persons acting under its permission or authority, for any liability including, but not limited to liability for misrepresentation or defamation, by virtue of any 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 any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused.

I release and discharge MICHAEL ROACH IMAGES its successors and assigns and all persons acting under its permission or authority, from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above-described materials.

### **Use**

MICHAEL ROACH IMAGES shall have the right to use any and all Material made pursuant to the terms hereof for any and all purposes of advertising, merchandising, packaging, labeling, publicity and trade for any product(s) or service(s) in any and all media now known or which may hereafter be devised, everywhere in the world, without limitation as to frequency or time, unless otherwise limited herein.

### **Ownership**

All right, title and interest in the Material produced hereunder and all materials into which the Material are incorporated, including but not limited to layouts, separations, negatives, prints and reproductions thereof and all copyrights thereto shall reside with the producer of such work, but will be limited to MICHAEL ROACH IMAGES.

### **Warranties**

I warrant and represent that I have every legal right to enter into this agreement and to perform in accordance with its terms, that I have not and will not become a party to any agreement with anyone else which conflicts with or reduces the value of the rights granted to MICHAEL ROACH IMAGES hereunder.

### **Commissions**

MICHAEL ROACH IMAGES shall not be under any obligation for payment for the release of the rights hereunder, including, but not limited to, the payment of any agent or booking commissions on account of this agreement or payment for any services rendered by me hereunder.

**Confidentiality**

I shall not authorize or permit the issuance of any public announcement (i.e. publicity, promotion, news release) concerning my services hereunder or any product(s) or services or the terms of this agreement without prior written consent from MICHAEL ROACH IMAGES.

**General**

This agreement supersedes all prior understandings between MICHAEL ROACH IMAGES and me respecting the subject matter hereof. This agreement can only be modified by a writing signed by both of us. No waiver of any breach or provision hereof shall be construed as a continuing waiver of any further breach hereof. This agreement shall be construed and governed by the laws of the State of Nebraska.

My signature with that of the MICHAEL ROACH IMAGES representative designated below shall constitute this as a binding agreement between us.

I certify I am 18 years of age or older and have every legal right to enter into this agreement.

**ACCEPTED AND AGREED TO:**

Talent Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Written Name: \_\_\_\_\_

Company Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company/Title: \_\_\_\_\_ Written Name: \_\_\_\_\_

**If signer is under 18 years of age, parent or legal guardian must sign below.**

I, as parent/legal guardian of \_\_\_\_\_, do hereby, on my own behalf and on behalf of such minor, consent to all the foregoing and execute this document in evidence thereof.

Signature: \_\_\_\_\_

Written Name: \_\_\_\_\_

Date: \_\_\_\_\_