

Photography Without Limits
MODEL RELEASE

admin@photographywithoutlimits.com

For Consideration herein acknowledged as received, and by signing this release I hereby give the Photographer / Filmmaker and Assigns my permission to license the Content and to use the Content in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service, and entrance into competitions, and I release all claims to profits that may arise from such images. I agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified. I acknowledge and agree that I have consented to publication of my ethnicity(ies) as indicated below, but understand that other ethnicities may be associated with me by the Photographer / Filmmaker and / or Assigns for descriptive purposes.

I agree that I have no rights to the Content, and all rights to the Content belong to the Photographer / Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to Photographer / Filmmaker and / or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the country/state that is nearest to the address of the Model (or Parent\*) given opposite.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of the Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENT" means all photographs, film, audio, or other recording, still or moving, taken of me as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "MODEL" means me and includes my appearance, likeness and voice. "PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "I" and "me" in this release, as the context dictates. "PHOTOGRAPHER / FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film or recording session described in this form.

Photographer/Filmmaker and Shoot Information

Name: Rachel Schulman Barnhard
Shoot Date (mm/dd/yy) & Location: 11/22/2020, Lilburn School of Ballet
Shoot Name/Ref: Nutcracker Portrait Sessions

Model Information

Full Legal Name: \_\_\_\_\_

Date of Birth (mm/dd/yy): \_\_\_\_\_ Gender: \_\_\_\_\_

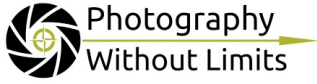
Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Signature (Parent/Guardian MUST sign if model is a minor):

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



# CONTRACT & RELEASE OF LIABILITY

This agreement for a "Nutcracker Costume Portrait Session" (the Shoot) is between the Client (whose name and information is included herein) and Rachel Barnhard (the Photographer), dba Photography Without Limits.

**Shoot Details:**

- Approximately 10 minute session
- Client will receive 1-2 processed (edited) images within approximately two weeks after the Shoot
- Format: digital, with small watermark
- Client will receive jpeg file(s) of the edited image(s), emailed by the Photographer to the address provided by the Client
- Photographer will provide a Photo Release with the image(s)

**Cost/Payment:** Payment is required to secure a Shoot session. Images will not be furnished to the Client if payment has not been received in full.

**Cancellations/ Rescheduling/ Late Arrivals:** In the event that the Client cancels, requests to reschedule, or arrives late to a session, the Photographer may attempt to reschedule with the Client, or to inform the Client of upcoming available sessions, or the session may be canceled by the Photographer. Rescheduling for canceled or late arrival sessions is done at the discretion of the Photographer.

**Guarantee:** The Photographer makes no guarantee with respect to any issue of quality, type, style, number of photographs, visual or artistic appearance of the final product. Every effort will be made to ensure that the Client receives the highest possible quality product and is satisfied with the product.

**Indemnification.** The Photographer shall be held harmless for any and all injury or illness incurred or contracted by the Client during the course of the photography session and the immediately surrounding events.

**Digital files:** Your purchase of the original files, and subsequent delivery of the files to you by the Photographer, releases Rachel Barnhard from any liability due to loss or damage of the images, and also releases her from any obligation to maintain copies of any digital file, image, or photograph.

**Definitions:** "CLIENT" is the subject or subjects of the photographs. "PARENT" means the parent and/or legal guardian of the Client. "PHOTOGRAPHER / FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film or recording session described in this form.

**Photographer/Filmmaker and Shoot Information**

Name: Rachel Schulman Barnhard  
 Shoot Date (mm/dd/yy) & Location: 11/22/2020, Lilburn School of Ballet  
 Shoot Name/Ref: Nutcracker Portrait Sessions

**Model Information**

Full Legal Name: \_\_\_\_\_

Date of Birth (mm/dd/yy): \_\_\_\_\_ Gender: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Signature (Parent/Guardian MUST sign if model is a minor):

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