

PHOTO, VIDEO AND AUDIO RELEASE

I, the undersigned, for good and valuable consideration, specifically \$0, the receipt of which is acknowledged, hereby agree as follows to be effective as of the date of signing listed below:

1. Right and Permission to Use Image, Likeness and Voice. I grant to LHE SoCal Premier LLC(the "Released Party") the irrevocable, worldwide, royalty-free, perpetual right and permission to use photographs, audio recordings and/or video recordings of my/my child's image, likeness and voice as recorded for the Purpose as defined below. I consent to the Released Party taking photographs, video, and/or audio recordings of me/my child within the scope of this release for the Purpose. The right and permission covers those photographs, videos and/or audio recordings taken of me/my child (the "Content").
2. Purpose. Released Party, its affiliates, subsidiaries, successors, employees, agents, representatives and assigns may use the photographs, audio or video recordings of me covered by this release to use for their business, opportunities and promote individuals who share similar goals and values (the "Purpose").
3. Rights of Released Party. I understand and agree that the Released Party's rights include the right to authorize, prohibit and control the renting, lending, fixation, reproduction or other exploitation of the Content by any media and means now known or hereafter devised as may be conferred upon Released Party under applicable laws, regulations or directives. I understand and agree that all plates, negatives, recording tapes and digital files taken or recorded of me pursuant to this release shall be the exclusive property of the Released Party. I understand and agree that the Content may be combined with other images, text, graphics, film, audio and audio-visual works. I understand and agree that the Content may be cropped, altered or modified. I understand and agree that the Content, and any images, text, graphics, film, audio and audio-visual works that incorporates the Content may be electronically displayed. I also understand and agree that the Released Party is not obligated to use the Content.
4. Assignment and Waiver. I assign all right, title and interest I have in the Content to Released Party, including any copyright interest therein, which shall be Released Party's sole and exclusive property. I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. I agree that I have no rights to the Content, or any images, text, graphics, film, audio and audio-visual works that incorporate the Content and I also have no right to any of Released Party's trademarks, copyrighted materials and other intellectual property. I waive any right to inspect or approve the finished version(s) of any reproduction of the Content.
5. Release of Claims. I release Released Party from any and all claims, demands, damages, and causes of action arising out of or in connection with the use of the Content for the Purpose listed above, including claims for invasion of privacy, appropriation of likeness, or defamation.
6. Identification. I understand that I/my child may be identified by name in connection with the use of the Content.
7. No Further Right to Compensation. I acknowledge and agree that I have no further right to royalties, additional consideration or accounting, and that I will make no further claim for compensation for any reason to Released Party.
8. Governing State and Venue. This release shall be governed by the laws of the State of California. The exclusive venue for any dispute shall be a court of competent jurisdiction in the State of California.

I acknowledge that I have completely read and fully understand the above release and fully agree to be bound thereby. I represent and warrant that:

- I am at least 18 years of age and have the full legal capacity to execute this release.
- I am the legal guardian of \_\_\_\_\_ and have full legal authority to execute this release.

Subject Name:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Age (If Minor):

Parent/Guardian Name:

Phone:

Email:

Date:

Signature:

## Photo, Video and Audio Release Instruction Sheet

### What is it?

This release is permission given from an individual to use their image, likeness and voice as it appears in photographs, video recordings and audio recording.

### Why would I use it?

If your business is putting together promotional campaigns involving photographs or videos involving real people, you will need to receive permission to use their likeness. Because people have a right to their own image and likeness, using such photos or videos without their consent for any reason can lead to potential conflicts in the future.

### What do I do with this Release?\*

#### 1) Review

- Review the release to make sure all of the information contained within is correct.

#### 2) Execution

- Distribute the release to the Releasing Party. They should:
  - Read the release carefully;
  - Fill in any missing information;
  - Sign it (or their legal guardian should sign it), and
  - Return the release to the Receiving Party.

#### 3) Post-Execution

- The original version of this release should be kept with the Receiving Party's official records. The Releasing Party should keep a copy for their records as well.

\*