

CUSTOMER RELEASE

The undersigned enters into this Agreement with _____ ("Photographer Name "). I have been informed and understand that _____(Photographer Name) is photographing me and/or my guests, likeness, image, appearance and/or performance and such photographs ("Product") will be published on a password protected web site located on the World Wide Web at <http://www.eventpix.com> (the Product) and if I desire, only those people that I or _____(Photographer Name) give the password to will have access to my event photos.

1. I grant _____("Photographer Name ") and its designees the right to use my/and or my guests name, likeness, image voice, appearance, and/or performance whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, internet, or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the Product in whole or part as _____(Photographer Name) may elect. _____(Photographer Name) or its designee shall have complete ownership of the Product in which I appear, including copyright interests, and I acknowledge that I have no interest or ownership in the Product or its copyright.

2. I also grant _____(Photographer Name) and its designees the right to broadcast, exhibit, market, sell and otherwise distribute the Product, either in whole or in parts, and either alone or with other products, for commercial or non-commercial use on the internet. This grant includes the right to use the Product for promoting or publicizing any of the uses.

3. I permit _____(Photographer Name) to use still photographs of me and/or my guests. I agree that I will not assert any claims, based upon copyright infringement, violation or misuse of property rights, breach of contract or any other legal theory, in connection with such use against _____(Photographer Name) and its officers, employees, agents and designees. Subject only to the provisions of this release, I will retain all other rights to my name, likeness, image, appearance and any variation or combination thereof.

4. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to third parties, and that _____(Photographer Name) has no financial commitment or obligations to me as a result of this Agreement. I hereby give all clearances, copyright and otherwise, for use of my/ and or my guests name, likeness, image voice, appearance and performance embodied in the Product. I expressly release and indemnify _____(Photographer Name) and its officers, employees, agents and designees from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted _____(Photographer Name) herein are perpetual and worldwide.

5. This release will be construed and enforced in accordance with the laws of the State of California and constitutes the entire agreement between us.

6. I hereby acknowledge receipt of this document.

I have read the foregoing and understand its terms and stipulations and agree to all of them:

Name (Please Print) _____

Address _____

City, State, Zip _____

Tel: _____ Fax: _____ Email _____

Signature _____

Date _____