

MODEL RELEASE AGREEMENT

This document constitutes a binding contract between

(hereafter "Model"), and

Peter McGarry
(hereafter "Photographer"), regulating the ownership and use of photographs and derivative works based thereupon (collectively hereafter the "Photos") taken by Photographer of Model on the date of _____ for all lawful purposes, subject to the terms and conditions described below.

Whereas for valuable consideration hereby acknowledged as received, the Model granted the Photographer permission to photograph and/or film and sound record the Model.

My boudoir photography will thrive on word of mouth and being able to share images for others to see. I will always be discreet with any image discretion. I value your privacy and that your images are safe with me. With that said, I would love your permission to use select images from your session in marketing materials and on my website. Please indicate below which privacy level you feel comfortable with.

Check all that apply.

**Please
initial here**

- ☐ The model will allow the Photographer to use all the images on the studios website – subject to Levels of rights selection below
- ☒ The model will allow the Photographer to use the images on a tablet or similar device to showcase to potential customers face-to-face.
- ☐ The model will allow the Photographer to blog or showcase lingerie images on websites as long as it is associated with the studio (including blogs for boudoir & photography sites)
- ☐ The model will allow the Photographer to use lingerie images for promotion on social media.
- ☐ The model will allow the Photographer to use nudes (tasteful of course) on the studios personal website.
- ☒ The Photographer will allow the model to use the images without restriction

LEVELS OF RIGHTS TO PHOTOS

The Photographer respects the rights and privacy of my boudoir models and wants to assure you that only tasteful images from your session will be used in marketing and for internet display. However, due to the nature of boudoir photography, the Photographer extends the right to the model to make an informed decision as to the extent to which the images captured during their session can be used in further advertising, marketing, and internet display.

The following levels of rights to release and reproduce are used for boudoir models only as an addendum to the aforementioned model release. By initialling next to the level of rights release that you permit the Photographer to use, you are stating that you allow the Photographer to proceed with reproduction and display of the model's images in tasteful marketing and advertising campaigns.

Please
initial here

☐ **FULL RIGHTS RELEASE:** The model authorises the Photographer to reproduce and display their images in marketing and promotional campaigns in both print capacity and on the world wide web. This can and will be done without prior approval of the model.

☐ **LIMITED RIGHTS RELEASE:** The model authorises the Photographer to reproduce and display their images in marketing and promotional campaigns in both print capacity and on the world wide web. **Once the selected images have been chosen the model will be contacted by the Photographer for written approval to use the specific images requested.** This approval can be done via email.

☐ **FACELESS RIGHTS RELEASE:** The model authorizes the Photographer to reproduce and display their images in marketing and promotional campaigns in both print capacity and on the world wide web as long as the model is not recognizable in the images. Specifically the model's face or identifying body marks e.g. tattoos would not be showing and they would be unidentifiable to outside viewers.

☐ **NO RIGHTS RELEASED:** The model **DOES NOT** authorise the Photographer to use their images in any marketing or promotional campaigns on the world wide web.

MODEL RELEASE

The Model releases the Photographer and the Photographer's assigns, licensees, and successors from any claims that may arise regarding the use of my image, including any claims of defamation, invasion of privacy or infringement of moral rights, rights of publicity, or copyright.

The Model 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. The Model further agrees to hold blameless and free of all

accusation of such force or coercion the Photographer, his legal representatives, assigns, and those acting under his permission.

The Model hereby affirms that his/her date of birth is _____ and that the Model 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 modelling and talent agencies.

Both the Model and the Photographer affirms to have read the foregoing prior to its execution and agree to the contents thereof. This Agreement expresses the complete understanding of the parties.

Model's Signature

Date

Name

Peter McGarry

Address

Parent/Guardian Consent for persons under 18

I am the parent or guardian of the minor named above. I have the legal right to consent to and do consent to the terms and conditions of this model release.

Parent/Guardian Signature

Date

Parent/Guardian Name

Parent/Guardian Address

Witness Name

Witness Signature