

## ***Model Release and Consent Agreement***

**Date: 11/21/15**

**Job: PIER 39's Tree Lighting Celebration**

**Time: 12pm – 4:30pm**

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In consideration of my engagement as a model, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned, on behalf of myself and each of my agents, heirs, administrators, successors, assigns, employers and anyone who claims a right to my name, image or likeness, irrevocably grant to PIER 39 Limited Partnership and the photographer, and each of their agents, employees, representatives, officers, directors, members, partners, affiliates, employers, employees, successors, assigns, customers, and anyone acting with their authority or permission ("PIER 39"):

- a) All right, title and interest in and to any Image as defined herein;
- b) The free and unrestricted right and permission to use, display, copyright, re-use, reproduce, print, donate, sell, publish, re-publish, distribute, transmit, copy, exploit, show, distort, change, color, alter or manipulate ("Use") in any way and at any time, any picture, image, photograph, positive, negative, print, reproduction, likeness, duplication or representation of me ("Image"), either in whole or part, either digitally or in any other medium now known or later discovered, for any illustration, art, promotion, sale, advertising, trade or any other lawful purpose whatsoever;
- c) I understand and agree to any such Use of any such Image: 1) by anyone, 2) at any time, 3) with or without my name or a fictitious name, 4) with any text or printed material ("Text"), even if such Text is untruthful, fictional, damaging and/or inaccurate;
- d) I waive any right to: 1) see, inspect or approve any such Use or any such Image as well as any advertising copy or Text that may be used in conjunction with any such Use or Image, or any such Use to which any such Image may ever be applied; or 2) receive, at any time, any additional credit, compensation, acknowledgment, reimbursement, license, royalty, profit, consideration or fee with respect to any such Use or Image, or any such Use to which any such Image may ever be applied;
- e) I hereby release and discharge PIER 39, and waive any claims I have or might have, now or in the future, against PIER 39, for any loss, cost or injury whatsoever, incurred at any time, arising out of or related to any such Use of any such Image, including any blurring, distortion, alteration, optical illusion, use in composite form, alteration or obliteration of such Image, and for any invasion or privacy, right of publicity, defamation, or any other claim or cause of action arising out of such Use of such Image by PIER 39 or by anyone to whom PIER 39 ever transfers any such Image.

**For Model Over the Age of Eighteen**

I represent and affirm that I am over the age of eighteen (18) years and have the right to enter into a contract in my own name. I have read and understand this Agreement and fully understand and agree with its contents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Model (print)

\_\_\_\_\_  
Signature of Model

**For Parent or Guardian of Model Not Over the Age of Eighteen**

I represent and affirm that I am the parent(s) or legal guardian of a minor, not over the age of eighteen (18) years, whose name is set forth below. I have read and understand this Agreement and fully understand and agree with its contents. I hereby give my consent without reservation to the foregoing on behalf of said minor.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Minor Model (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian