

# PHOTOGRAPHER RELEASE AND PERMISSION TO USE PHOTOGRAPHS

This Photographer Release and Permission to Use Photographs (the "Agreement") is made and effective \_\_\_\_\_, 2019,

**BETWEEN:**            **LUGERTHA ROSE MODELING AGENCY** ("Owner"), a limited liability company, organized and existing under the laws of the State of Illinois, with its head office located at:

123 W. Madison Street, Suite 1400, Chicago Illinois 60602.

**AND:**

## RECITALS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Photographer hereby irrevocably and perpetually grants to **Lugерtha Rose Modeling Agency** the unrestricted right, power and authority to reproduce, publish, print, distribute, transmit, copy, or otherwise exploit, in whole or in part, in any medium known or later discovered, including but not limited to by means of digital transmission through the internet, all photographs which are described as Exhibit "A" attached hereto, including but not limited to all photographs and images taken of the Model by a photographer retained by **Lugерtha Rose Modeling Agency** or at the direction of the **Lugерtha Rose Modeling Agency** at a photo shoot organized by the **Lugерtha Rose Modeling Agency** and further including the photographs which the Photographer currently possesses all of which are collectively defined herein as the ("Photographs").

### 1. COPYRIGHTS AND USE OF PHOTOGRAPHS

The Photographer acknowledges and agrees that the **Lugерtha Rose Modeling Agency** may use and exploit the Photographs in any manner, without restriction of any kind, and without the necessity of acknowledging the Photographer's identity, or by identifying him/her other than with his/her real name.

The Photographer hereby releases and holds the **Lugерtha Rose Modeling Agency** harmless from and against all claims, suits, threats, demands, liabilities, actions and causes of action, in any way related to the Photographs or the **Lugерtha Rose Modeling Agency's** use and exploitation of the Photographs, including but not limited to actions based upon invasion of privacy, violation of moral rights, defamation, false light, and all other potential legal theories of any nature or type, under any state, federal, or local

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common law, statutory law, rule, regulation or court order, whether now known and available or whether later developed, discovered or created.

## 2. REPRESENTATIONS AND WARRANTIES

The Photographer represents and warrants that he/she is over the age of majority in the state in which this Release is executed and that the Photographer has full power and authority to execute this Release.

The Photographer has produced a valid driver's license, birth certificate, or other proof of her age to the **Lugertha Rose Modeling Agency**. No other party has any interest or right in and to the Photographs or the exploitation thereof by **Lugertha Rose Modeling Agency**.

## 3. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof are deemed illegal or unenforceable by a court of competent jurisdiction, the enforceability or effectiveness of the remainder of the Agreement shall not be affected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

## 4. GOVERNING LAW

In interpreting the terms of this Agreement, the parties agree that the laws of the State of Illinois shall be applicable. All suits permitted to be brought in any court shall be in the State Court of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

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**Lugertha Rose Modeling Agency  
Authorized Signatures**

**PHOTOGRAPHER**

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**Jemal Lavan Hancock  
Publisher & Owner**

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**Print name & Signature**

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**George Oparanozie  
Executive Counsel**

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**Date**

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**Dr. Mark Stossel M.D.  
President**

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**Alex Ogoke  
Administrative Counsel**

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**EXHIBIT A**  
**THE PHOTOGRAPHS**