The Ames Companies, Inc. Model Release Form

For good and valuable consideration of his/her engagement as a model and for no other compensation, which the parties agree is legally sufficient, and upon the terms stated herein, the model named below ("Participant") hereby agrees with The Ames Companies, Inc. ("Photographer"), including its affiliates, agents, legal representatives, assigns, and others working for Photographer or on its behalf as follows:

- 1. Rights Granted to Photographer. Model irrevocably grants Photographer the absolute right and permission, in its broadest sense, to use and reuse (or to refrain from any such use), including to copyright, trademark, publish, republish, reproduce, broadcast, digitize, alter or any other present or future method of communication, reproduction or use (collectively "Use"), any and all photographs, digital or video images, drawings or renderings, audio reproductions, name, image and likeness of Model and/or personal information provided to Photographer, in whole or in part, in conjunction with or without Model's own name, or any material based thereon or derived from any of the foregoing (collectively "Materials"), for any purpose and in any present or future manner or media of communication whatsoever including, but not limited to, print, television, advertising, promotional, publicity, Internet, social media, trade, editorial or other means, throughout the universe, in perpetuity.
- 2. <u>No Inspection or Additional Compensation</u>. Model hereby waives any right that Model may have to inspect or approve any Use of the Materials or any advertising or promotional copy or other printed matter that may be used in connection with or derived from the Materials. Model also acknowledges and agrees that Model is not entitled to any additional compensation or consideration beyond that recited herein for the above-stated Use of the Materials and Model hereby waives any present and/or future claim for any such payment or compensation. Model understands that Photographer reserves sole editorial discretion over the Use of the Materials, and that Photographer may alter the Materials, either intentionally or unintentionally, by virtue of blurring, distortion, alteration, optical illusion, use in a composite form or other methods.
- 3. <u>Materials Owned by Photographer</u>. Model agrees that the Materials and anything derived from the Materials are owned solely by Photographer. All value and goodwill arising from the Materials, or Photographer's Use of the Materials, shall accrue solely to Photographer and its assigns for Use as it sees fit. Model will not authorize the use of the Materials by anyone else without Photographer's advance, written approval.
- 4. Release of Privacy Rights and Related Claims. Model hereby irrevocably releases Photographer from any and all claims or liability, known or unknown, of any nature or kind, including, without limitation, claims for invasion of any personal or property right which Model may have, or which his heirs, executors, administrators and assigns hereafter may have, including without limitation, claims based upon invasion of privacy, defamation, false light, commercial appropriation or use of name, likeness, voice or picture, emotional distress, right of publicity or copyright, for any matter whatsoever arising out of the Use of the Materials, including reasonable editing of written personal information provided to Photographer by Model.
- 5. <u>Entire Agreement</u>. This document represents the entire agreement between the parties and may only be modified by a writing signed by all parties hereto. This Model Release is governed by the internal laws of the Commonwealth of Pennsylvania, USA, without regard to its choice of law principles contained therein. Any disputes may only be resolved in the state and federal courts located in Cumberland County, PA.

Release prior to execution, (b) understands the contents thereof, (c) this Model Release does not in any way conflict with any existing commitment of Model, and (d) Model intends for this Model Release to be binding upon Model and Model's heirs, legal representatives and assigns, to the fullest extent permitted by law. Participant: Address: Signature of Participant or Guardian/Parent (if Participant is younger than 18 years of age) Date: _____ For Internal Use Only (Do Not Write in this Space Below.) Subject Matter and / or Location of photo:

6. Representation and Warranty. Model hereby represents and warrants that Model has (a) read this Model