

Mid-Atlantic Regional School of Professional Photography (“the Artist”) STUDENT/MODEL (“Model”) RELEASE & HARASSMENT Agreement

BACKGROUND:

1. The Artist may choose or is currently engaged in the business of creating media, which includes but is not limited to engaging in the following activities for personal and commercial gain:
 - o filming, film/video editing, and film/video production; photography, photo editing, and photo production; digital photography, digital photo editing, and digital photo production; documentary production and editing; sound recordings; sound manipulation and music productions; television production; and web design and production.
2. The Model consents to being a subject of the Artist in media. The Model will allow the Artist to capture images and sound recordings for use in media.

AGREEMENT

Model Release:

In consideration of the use of photographs of an individual adult named below, and for other good and valuable consideration, herein acknowledged as received, upon the terms hereinafter stated, I hereby grant to Mid Atlantic Regional School of Professional Photography, and their legal representatives and assigns, those for whom photographer is acting, and those acting with their authority and permission, the absolute right and permission to copyright and use, re-use, publish, and re-publish photographic portraits or pictures of the individual or in which the individual may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the individual's own or fictitious name, or reproductions thereof in color or otherwise, made through any medium at any place, and in any and all media now or hereafter known, for art, advertising trade or any other purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith.

I hereby waive any right that the individual or I may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

WHEREBY:

THE ARTIST IS RELEASED OF LIABILITY: For good and valuable consideration herein acknowledged as received, the Model releases the Artist and assigns permission to license all images and sound recordings and to use of images and sound recordings in any media for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. The Model agrees that any images and sound recordings may be combined with other images, text and graphics, cropped, altered and modified.

THE ARTIST RETAINS ALL RIGHTS: The Model agrees that the Artist has all rights to images and sound recordings, for perpetuity unless explicitly noted in this Agreement. The Model acknowledges and agrees that the Artist is not liable for any further consideration or accounting, and further claims for any reason.

DURATION OF AGREEMENT: The Model acknowledges and agrees that this Agreement is binding on all heirs and assigns. The Model acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual, and will be governed by the laws of the State of New Jersey, excluding the law of conflicts.

HARASSMENT:

Mid-Atlantic Regional School of Professional Photography pledges to preserve schools environment and make free from sexual harassment. Harassment is against the law and is a form of gender discrimination. The aim of this policy is to prevent harassment of any kind by anyone employed, student or associated with Mid-Atlantic Regional School of Professional Photography.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors or unwanted sexual attention by anyone associated with the school, whether male or female. Harassment includes, but is not limited to, obscene jokes, lewd comments, sexual depictions, repeated requests for dates, touching, staring or other sexual conduct committed either on or off schools premises.

All at Mid-Atlantic School of Photography, and there instructor, students, models, and any other involment with Mid-Atlantic School of Photography are responsible for helping ensure that our school is kept free of sexual harassment. If you feel you have been a victim of sexual harassment, report the behavior to any trustee. If you have witnessed sexual harassment, you also are urged to report the incident so that prompt action may be taken.

All complaints will be treated seriously, kept as confidential as possible and investigated fully. Mid-Atlantic School of Photography expressly forbids any retaliation against anyone for reporting sexual harassment. If, however, the Mid-Atlantic School of Photography finds that false charges have been filed, disciplinary action may be taken against anyone who provides false information.

If an investigation confirms that sexual harassment has occurred, immediate action will be taken to put an end to the harassment. Mid-Atlantic School of Photography will take appropriate corrective actions against anyone found to be in violation of this policy.

This Agreement contains the entire agreement between the parties to this release and the terms of this Agreement are contractual and not a mere recital.

This Agreement will be construed in accordance with and governed by the laws of the State of New Jersey.

I hereby release, discharge, and agree to save harmless, Mid Atlantic Regional School of Professional Photography, the individual photographer, their legal representatives or assigns, and all persons acting under their permission or authority, or those for whom they are acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. For good and valuable consideration, the Model releases Mid-Atlantic School of Photography and assigns permission to license and use all images and sound recordings in any media and for any purpose. The Model agrees that Mid-Atlantic School of Photography has all rights to images and sound recordings for perpetuity. This agreement is irrevocable, worldwide and perpetual. I hereby warrant that I am of full age and have every right to contract for the individual (Adult or Minor) in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

THIS RELEASE (the "Agreement") is made and entered into between:
Mid-Atlantic Regional School of Professional Photography (the "Artist")

-AND-

Student (the "Model")
information below

STUDENT:

Name (please print)

Address - city, state, zip (please print)

Phone

email

(Signature) _____

Date