

Photography & Video Release Form

Permission to Use Photograph(s) and Video(s)

Subject: _____

Location: _____

I grant to _____ (“**Producer**”), and Producer’s agents and assigns, the right to take photographs and/or video of me and/or my property (each, a “**Photograph**”) in connection with Producer’s video (“**Video**”) for entry in a contest administered in part by Tongal, Inc., a Delaware corporation (“**Tongal**”). Producer will own all rights in and to each Photograph in perpetuity and throughout the universe, including the right to assign, license, copyright, use, modify and publish the same in the Video and/or any other photograph, film, videotape, digital and/or any other medium now known (including, over the Internet) or devised in the future. I also consent to the use of images of said Photograph(s) for any purpose, including without limitation the licensing, sale, promotion, advertising, marketing and promotion of the Video. I acknowledge that Producer is proceeding with the production, distribution and exploitation of the Video in reliance upon and induced by this agreement. I agree that Producer may use each Photograph, including video, of me and/or my property with or without my name and for any lawful purpose, including, without limitation, publicity, illustration and advertising.

I release, discharge and agree to hold harmless Producer, and Producer’s successors, licensees, and assigns (including, without limitation, Tongal, and its licensees and assigns), or others for whom they are acting, from any liability of any nature, including but not limited to those based upon invasion of privacy or other civil rights, defamation, libel and/or slander, in connection with any of the permission and/or rights granted by this release-by virtue of any use of any Photograph used by Producer, or in any processing tending towards the completion of and in the finished Video. In no event shall I seek or be entitled to injunctive or other equitable relief in connection with this release or for any other reason, nor shall I be entitled to seek to enjoin or restrain the exhibition, distribution, advertising, exploitation or marketing of the Video.

This Agreement has been entered into in the State of California and shall be construed and enforced under and subject to the laws of California and the parties consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and warranties, both oral and written, if any, made with respect to the subject matter in this release, and may be amended only by written agreement executed by both of the parties. I have read and understand the above:

Signature: _____

Date: _____

Name: _____

Date of Birth: _____

Entity Name (if applicable): _____

Address: _____

Email: _____

Phone: _____

IF OWNER IS UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN **ALABAMA** OR **NEBRASKA** OR UNDER TWENTY-ONE (21) YEARS OF AGE IN **MISSISSIPPI**), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Producer and their licensees, successors and assigns, and their officers, directors, employees and contractors harmless against any claims or damages related in any way to the rights granted above, my child’s performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Signature: _____

Address: _____

Name: _____

Phone: _____

Email: _____