

Photography & Video Release Form – Permission to Use Photograph(s) and/or Video(s)

IMPORTANT: This form must be filled out and signed without edits prior to filming. Please make sure you complete all sections below. Failure to do so may lead to a delay in payment.

I, the subject or authorized representative, parent or guardian of such subject _____ (“**Subject**”) grant to _____ [Filmmaker] and to his/her/its licensees, assigns, including Tongal, Inc. (“**Tongal**”) and its licensees, sublicensees, assigns, parents, affiliates, subsidiaries, customers, and successors-in-interest (individually and collectively the “**Producer**”), the irrevocable right to use photographs and/or video of me and/or my property that I have provided or were captured in the Video (each, a “**Photograph**”) in connection with Producer’s video (“**Video**”) for use in a project administered in part by Tongal. Producer will own all rights in and to the footage captured of 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 in any medium or format now known or devised in the future (including, without limitation, publishing, animation, artwork, film, television, videocassettes, video discs, interactive devices, and Internet and on-line platforms). 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 further represent, warrant and covenant that: (i) each Photograph is and shall be free and clear of all liens, claims, encumbrances or demands of third parties, including, without limitation, intellectual property rights; (ii) each Photograph may be freely exploited by Tongal, and its successors, assigns and licensees, without any obligation or liability to any third party; (iii) each Submission: (A) will not infringe or violate any right whatsoever, including, without limitation, any personal rights or any property rights of any person or entity; and (B) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof.

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, and by signing below, I certify that I am age eighteen (18) or older.

Subject Signature: _____ Date: _____

Name: _____
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: _____