Model Release Form 2013-09-01.doc

**CHILLER 31 MAGAZINE, LLC**

**MODEL RELEASE**

**Model’s legal name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Model’s Chiller 31 Magazine alias:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any other names or aliases ever used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Effective Date:** Month/Day/Year \_\_\_\_\_\_\_\_\_\_\_

**Photo Shoot\*:** Month/Day/Year \_\_\_\_\_\_\_\_\_\_ **Location:** City, State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Photographer’s legal name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Photographer’s Chiller 31 Magazine alias:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You, as the Model identified above, and Chiller 31 Magazine, (“Chiller 31 Magazine”), agree as to the following terms and conditions regarding the photographs taken during the Photo Shoot referenced above.

**Photographs Covered**: Photographs taken by Photographer during this Photo Shoot and

approved by You. These photographs are referred to as the “Chiller 31 Magazine Photographs.”

**Model CHILLER 31 MAGAZINE**

Sign legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**chiller31mag@gmail.com**

Understand thattThere is no compensation for contributing to the magazine.

You are giving the right to Chiller 31 magazine that all parties involved agree on the use of the photographs this includes models/makeup artists/hair stylists/wardrobe stylists /Designers etc .To utilize the photographs in the magazine.

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**EXHIBIT A**

**ADDITIONAL TERMS AND CONDITIONS**

1. **Release**. Subject to the terms and conditions of this Agreement, You hereby give to Chiller 31 Magazine and Chiller 31 Magazine’s legal representatives, licensees and assigns, and those acting with their authority and permission,the unrestricted right and permission to copyright and use, re-use, publish, and republish the Chiller 31 Magazine Photographs

You may have with respect to Chiller 31 Magazine’s use of the Chiller 31 Magazine Photographs pursuant to the terms of this Release, including any written copy, images or other content that may be used in conjunction therewith. Under no circumstances will You be entitled to seek to enjoin the reproduction, distribution or exploitation of any Chiller 31 Magazine Photograph that has previously been approved by You, for any reason.

You hereby release, discharge and agree to save harmless Chiller 31 Magazine and Chiller 31 Magazine’s legal representatives, licensees and assigns, and all persons functioning under their permission or authority, 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 pictures or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

2. **Use of Name**. You also permit the use by Chiller 31 Magazine and Chiller 31 Magazine’s legal representatives, licensees and assigns, and those acting with their authority and permission, at these parties’ discretion, of the following:

Your name, the Chiller 31 Magazine alias You provided above, Your likeness, and Your biographical information, for use in connection with the Chiller 31 Magazine Photographs, and any printed material and merchandising related to the Chiller 31 Magazine

Photographs. Notwithstanding the foregoing, Chiller 31 Magazine (i) shall not use Your real name in connection with its use of the Chiller 31 Magazine Photographs, and (b) shall prohibit its licensees from using Your real name, unless in either case You have given Your prior written consent.

8. CHILLER 31 MAGAZINE SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL,INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR CONNECTED WITH THE SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CHILLER 31 MAGAZINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WHICH WOULD EXTEND BEYOND THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT.