



MODEL RELEASE AND PERMISSION TO USE PHOTOPGRAPHS

The Release and Permission document between assigned model/s and POUT MAKEUP ARTIST, for required services in their capacity as photographic models, with the intension that the material will be used as high-end/ fashion trend features and displays. (marketing/promotions purposes)

THE CONTRACT:

BETWEEN: **POUT MAKEUP ARTIST AND FASHION STYLIST**, a corporation organized and existing under the laws of the Western Cape, with its head office located at: **Aan de Wijnlanden Studio, Stellenbosch.**

AND: (The assigned invited unprofessional model).....
(Parent signature if model is underage)

The above model will be allocated for the photo shoot on this day of:// 2019
NB: If underage (considered as a minor) this document must to be signed by a biological parent.

RECITALS

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Model hereby irrevocably and perpetually grants the Web Site Owner the unrestricted right, power and authority to reproduce, publish, print, distribute, transmit, copy, or otherwise exhibit, in whole or in part, in any medium known or later discovered, including but not limited to by means of digital transmission through the Internet.... all photographs which are described in Exhibit "A" attached hereto, including but not limited to all photographs and images taken of the Model by the appointed photographer in alliance with POUT makeup artist/stylist on the set of any photo shoot.

1. COPYRIGHTS AND USE OF PHOTOGRAPHS

The Model acknowledges and agrees that the Web Site Owner may use and exhibit the Photographs in any manner, without restriction of any kind, and without the necessity of acknowledging the Model's identity, or by identifying him/her other than with his/her real first name.

The Model hereby releases and holds the Web Site Owner harmless from and against all claims, suits, threats, demands, liabilities, actions and causes of action, in any way related to the Photographs or the Web Site Owner's use and exploitation of the Photographs, including but not limited to actions based upon invasion of privacy, violation of moral rights, defamation, false light, and all other potential legal

theories of any nature or type, under and state, federal or local common law, statutory law, rule, regulation or court order, whether now known and available or whether later developed, discovered or created.

2. REPRESENTATIONS AND WARRANTIES

The Model represents and claims that he/she is over the minor age limit according to state law, in which this Release is executed, and that the Model has full power and authority to execute this Release. The Model has produced a valid driver's license, birth certificate, or other proof of his/her age to the Web Site Owner. No other party has any interest or right in and to the Photographs or the exploitation thereof by the Web Site Owner.

3. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected, and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

4. GOVERNING LAW

In interpreting the terms of this Agreement, the parties agree that the laws of the Western Cape shall be applicable. All suits permitted to be brought in any court shall be in the Western Cape constituency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

POUT Makeup Artist

MODEL

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title