



**MODEL RELEASE
BETWEEN
Z-KAL IMAGERY
AND**

NAME OF MODEL:

This Model Release Agreement ("Agreement") between

Z-Kal Imagery with a place of business at 04240 22nd Street, Otsego, Michigan
49078 ("Z-Kal") and

Model's Name ("Model")

Maiden Name (if applicable)

Model's Address

Model's Telephone

Model's Date of Birth

Model Identification #1

Model Identification #2

when signed by all parties, is effective as of the date of last signing below ("Effective Date").

Z-Kal desires to retain Model to provide both nude and clothed modeling ("Services"), and Model desires to undertake the performance of these Services.

Z-Kal and Model agree as follows:

In consideration of compensation as indicated below, Model does hereby irrevocably authorize David C. Zimmermann of Z-Kal Imagery (hereafter "Photographer"), Photographer's legal representatives, assigns, and those acting under Photographer's permission and on Photographer's authority, to copyright, publish, and use in all forms and media and manners for advertising, trade, promotion, exhibition, or any other lawful purpose whatsoever, any depictions of myself made by Photographer or Photographer's representative, in which I may be included in whole or in part, alone or in conjunction with other persons, or composite or distorted in character, or form, or based on or involving any stunt poses, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, or in derivative works made through any medium, where said depictions may include any or all of still, single, multiple or moving photographic images or pictures, video recordings or audio recordings (collectively hereafter the "Depictions.")

Model does hereby waive any right to inspect or approve the finished product or advertising or other copy that may be used in connection therewith or the use to which they may be applied.

Model hereby releases and agrees to hold harmless Photographer, his legal representatives, assigns, and all persons acting under his permission or authority, from any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, unless it can be clearly shown that the publication thereof were maliciously caused, and produced, and published solely for the purpose of subjecting Model to conspicuous ridicule, scandal, reproach, scorn, and indignity.

Model hereby affirms that all poses, positions and situations enacted in the Depictions covered in this release were entered into without force, coercion, or threat whatsoever, and were posed freely by Model with Model's full consent in return for compensation and for Model's own amusement. Model further agrees to hold blameless and free of all accusation of such force or coercion Photographer, his legal representatives, assigns, and those acting under his permission and on his authority.

Model hereby affirms that his/her date of birth is _____ and that Model is fully able to contract in his/her own name without breach of any prior agreement or applicable law.

Model's compensation in connection with this instrument is:

(a) The Photographer will provide copies of images within a reasonable time following the shoot to the Model in the form of a CD, or via download on an ftp site on the Internet. The Photographer shall charge no fee at any time to the Model for this photographic work. If the Photographer uses any of the images for commercial purposes, the model will be entitled to 50% of the net sales received by the photographer within 30 days of date of sale. Model is responsible for maintaining a correct and current address with Z-Kal Imagery.

(b) The Photographer does hereby grant the Model reproduction rights on all copyrighted images. The Model may use these for their own self-promotion, including publishing and distributing (hardcopy and/or via Internet) said images as long as the Photographer's copyright © notice remains intact, or is otherwise attached or stated with the image. These images provided by the Photographer to the Model may not be used for commercial purposes in which Model receives payment for their use.

(c) This document also serves as a "release" from the Photographer to photographic labs providing permission for them to print, on behalf of the model, any images shot by the Photographer and which may or may not contain the Photographer's copyright © warning.

PHOTOGRAPHER'S SIGNATURE:
DATE:

(d) **RESTRICTION:** The Model may not use any of the Photographer's images in conjunction with any figure, nude, or adult-related activities without the written consent by the Photographer. Model will request release in writing to the Photographer. The Photographer will respond to all requests in writing within 30 days from receipt of Models request. These activities include, but are not limited to the following: Posting on adult oriented forums, bulletin boards, and/or websites; in conjunction with the solicitation for any figure, nude, or adult-related work; any published reproduction or display (electronic or hardcopy) that is in association in any way with figure, nude, or adult related images or attitudes, even if implied. Failure to observe this restriction shall be considered copyright infringement and may be dealt with according to existing copyright laws.

I have read the above authorization and release prior to its execution, I have discussed in plain English and understand the above terms, was provided the opportunity to review the above terms with competent legal representation and I am fully familiar with and agree to the contents thereof.

Model's Legal Signature

Date

Witness

Date

Photographer's Legal Signature

Date
