

Model Release Deed

Date: [insert]

Parties:

Photographer:

Name: [insert]

Address: [insert]

Email Address: [insert]

Phone Number: [insert]

and

Model:

Name: [insert]

Address: [insert]

Email Address: [insert]

Phone Number: [insert]

1. The Works

The parties agree that the Photographer will take photographs and/or video images of the Model or that feature the Model in whole or in part (“**the Works**”) on [DATE].

2. Grant of Rights

The Model hereby grants the Photographer an irrevocable, assignable, worldwide, royalty-free and unrestricted right to take, use, alter, produce, publish, sell, licence or exploit the Works in whole or in part in any way whatsoever, including but not limited to:-

- (a) Editing, reproducing, modifying or altering the Works (or authorising any other person to do this) without restriction;
- (b) Using or authorising any other person to use the Works for editorial, commercial, advertising, promotional, marketing or licencing purposes or any other purpose whatsoever;
- (c) Selling or licencing the Works to third parties without restriction;
- (d) Using or authorising any other person to use the Works in any manner and medium, including but not limited to print, digital, and electronic media; and
- (e) Using the Model’s name or any fictional name in connection with the Works.

3. Compensation

The Model acknowledges and agrees that they will not be entitled to any compensation of any form (including monetary) in any way related to the Works or this Deed.

4. Model’s Representations and Warranties

The Model represents and warrants that they:-

- (a) are of legal age and have the full legal capacity to enter into this Deed, or if the Model is a minor, their parent or legal guardian consents and agrees to this Deed on the Model’s behalf.
- (b) have the legal right to grant all licences, warranties and other matters referred to in this Deed; and
- (c) won’t breach or infringe any other obligations, laws or third party rights (including intellectual property rights) in entering into and performing this Deed.

5. Intellectual Property

- (a) The Model acknowledges that ownership of the Works and all intellectual property rights in the Works (including copyright) shall vest in the Photographer from the date of creation.
- (b) To the extent that ownership of the Works and any intellectual property rights in the Works do not vest in the Photographer at the time of their creation, the Model hereby assigns all intellectual property rights to the Photographer. The Model shall sign any such documents required by the Photographer to give effect to this clause.

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(c) The Model irrevocably waives and agrees never to assert any moral rights as that term is defined in the *Copyright Act (Cth) 1968* (as amended) in relation to the Works.

6. Release and Waiver

The Model releases and forever discharges the Photographer and any associated entities, directors, officers, employees, agents, customers and clients from any and all claims and demands arising out of or in connection with the use of the Works in any way, including any claims for copyright infringement, defamation or invasion of privacy.

7. Governing Law

This Deed shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.

8. Entire Agreement

This Deed constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to its subject matter. The parties enter into this Deed freely and voluntarily and agree that they have had the right to seek independent legal advice prior to signing this Deed.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED)
by the Photographer in the presence of:)

Photographer

Witness (name)

Witness (signature)

Date:

SIGNED, SEALED AND DELIVERED)
by the Model in the presence of:)

Model

Witness (name)

Witness (signature)

Date:

If the Model is under 18: I, _____, am the parent/legal guardian of the Model. I have read this Deed and approve of and consent to its terms on behalf of the Model.