



**PHOTO AND LIKENESS RELEASE**  
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**NAME OF PHOTOGRAPHER**

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**NAME OF MODEL**

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**NAME OF PHOTO FILES SUBMITTED**

\*SEE BELOW FILE NAMING INSTRUCTIONS

For good and valuable consideration, receipt of which is hereby acknowledged, I (or if applicable, we), the undersigned, am submitting to Warner Bros. Records Inc. (“Company”) one or more photographs taken by the photographer indicated at the bottom of this Release (“Photographer”) of the model(s) indicated at the bottom of this Release (“Model”) (such photograph(s) of model(s) shall hereinafter be referred to as the “Material”) to be considered for use in connection with the promotion, marketing and other exploitation of Company’s forthcoming soundtrack currently entitled “The O.C. Mix 5.”

As used herein, the terms “I,” “me” and “my” shall refer to both Photographer and Model individually and collectively, as applicable.

\* I understand that in order for Material to be accepted, any digital files containing the Material must be identified with the first and last name of Model as per the following example: JOHN.DOE.jpg. If more than one photograph is submitted, you must identify each file separately as: JOHN.DOE.1.jpg or JOHN.DOE.2.jpg, etc.

It is agreed that, without limitation of the foregoing, I grant to Company all universe-wide rights in and to the Material for any and all purposes and in any and all media whether now known or hereafter developed, throughout the universe, in perpetuity, including, but not limited to, all areas of advertising, packaging, promotion, publicity, multimedia works, merchandising and sales.

I warrant and represent that (a) I have the right and power to enter into and fully perform this agreement; (b) no rights of any third party with respect to the copyrights in the Material or the rights to use the Material as provided herein will be infringed as a result of Company’s use of the Material for any purpose authorized hereunder; (c) I have not done or permitted and will not do or permit any act or thing which shall or may impair in any manner the rights herein granted; (d) there is no litigation, dispute, claim or action in connection with the Material; (e) Company will not be required to make any payments in connection with the Material or its use; and (f) I will indemnify Company and any licensee of Company against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of my representations and warranties.



*(continued on Page 2)*

**PHOTO AND LIKENESS RELEASE**  
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Upon consideration of my engagement as a Model, and for other good and valuable consideration herein acknowledged as received, upon the terms hereinafter stated, I hereby grant Company, its legal representatives and assigns, those for whom Company is acting, and those acting with its authority and permission, the absolute right and permission to copyright and use, re-use and publish, and republish photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form without restriction as to changes or alterations, from time to time, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise made through any media at its studios or elsewhere for art, advertising, trade, or any other purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith, and I hereby waive any right that I may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge and agree to save and hold harmless Company, its legal representatives or assigns, and all persons acting under its permission or authority or those for whom it is acting, 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 picture or in any subsequent processing thereof, as well as any publication thereof even though it may subject me to ridicule, scandal, reproach, scorn and indignity. I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization, release and agreement, prior to its execution, and that I am fully familiar with the contents thereof.

This is the entire agreement. No other authorization is necessary to enable Company to use the Material for the purposes herein contemplated.

**ACCEPTED AND AGREED  
BY PHOTOGRAPHER:**

**ACCEPTED AND AGREED  
BY MODEL:**

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Signature of Photographer  
*(or Parent, if minor)*

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Signature of Model  
*(or Parent, if minor)*



RECORDS

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\_\_\_\_\_  
Address of Photographer

\_\_\_\_\_  
Address of Model

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE FAX A SIGNED COPY BACK TO 818-840-2372.**