



**OWASCO PADDLES LLC  
PHOTO PARTICIPANT RELEASE AGREEMENT**

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Name of Participant: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Description of Participant's role:  Model/Participant

The undersigned Participant hereby makes the assignment, grants the waivers and releases and agrees to be bound by the following Standard Terms of Participant Agreement.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Standard Terms of Participant Agreement**

**Assignment and Waiver of Rights.** Participant hereby irrevocably assigns, transfers and conveys all of Participant's right, title and interest in and to the photos, including all intellectual property rights therein, to Owasco Paddles free and clear of any liens, claims and encumbrances. Participant hereby waives any and all so-called "moral rights of authors" or any similar rights which Participant may now have or later develop in or to the photographs.

**Representations and Warranties.** Participant represents and warrants to Owasco Paddles LLC that the Participant has the legal authority to enter into this agreement and convey to Owasco Paddles LLC the Participant's rights in the photographs.

**License and Consent.** Participant hereby grants a perpetual royalty-free license to Owasco Paddles LLC to copy, distribute, modify, display, and use of the photographs for promotional and commercial uses and consents to Owasco Paddles LLC's use of the photographs, including the use of Participant's name, likeness or image therein, for any purpose Owasco Paddles deems appropriate, including without limitation commercial or promotional uses such as advertising and marketing, in any medium now known or hereafter created, throughout the world, without limitation and without further payment or consideration.

**Release and Indemnification.**

Participant hereby releases, waives and forever discharges Owasco Paddles LLC and its respective affiliates, directors, officers, employees, members or agents from and against any and all claims, liabilities, obligations and causes of action arising out of or in any way related to photographs.

Participant agrees to defend, indemnify and hold harmless Owasco Paddles and its affiliates, directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or in any way related to this agreement or the photo shoot.

**Limitation of Liability.** IN NO EVENT WILL OWASCO PADDLES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PHOTOS, THE PHOTO SHOOT OR THIS AGREEMENT.

**Waiver of Breach.** Any failure by Owasco Paddles LLC to exercise any available rights at any time with respect to any breach shall not constitute a waiver of those rights with regard to that breach or to any subsequent breach. The exercise of any right or remedy shall not exclude the current or subsequent exercise of any other available right or remedy. Any waiver by Owasco Paddles LLC must be in writing signed by Owasco Paddles LLC.