

Document 1 - Technician RELEASE

Effective as of _____, _____ (“Effective Date”).

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned technician (“Technician”) agrees as follows.

1. Photographs.

Technician hereby acknowledges and agrees that Technician rendered services as a hair-technician, make-up artist, set dresser, or other styling services in connection with the photographs described on the attached Photo Information Form, which is incorporated by reference herein (collectively “the Photographs”).

2. Non-Exclusive License of Rights.

Technician hereby grants to Creative Age Communications, Inc., its licensees, successors and assigns (collectively “Publisher”) a non-exclusive, worldwide, royalty-free, irrevocable, unlimited, sub-licensable and transferable license to exploit and generally use (a) the Photographs, and (b) the work product and the name, image, likeness and biographical data of Technician as embodied in the Photographs and/or as described on the attached Photo Information Form (collectively “the Licensed Materials”), all as follows:

(a) the right to edit, adapt, reproduce and generally exploit the Licensed Materials, alone and/or in conjunction with other materials, in connection with other publications of Publisher for the professional beauty industry;

(b) the right to prepare and exploit derivative works of any and all kinds based on the Licensed Materials as described above, including but not limited to, by way of example only, advertising, merchandising, and media products and services of all kinds;

(c) the right to print, publish, distribute, sell, lease, display, exhibit, and transmit the Licensed Materials as described above. The rights licensed to Publisher may be exploited in any and all media and other means of expression, whether now known or hereafter devised, including but not limited to, by way of example only, print, electronic and digital media of all kinds.

3. Waiver and Release.

Technician hereby waives and releases any and all rights of publicity, rights of privacy, moral rights, and/or rights under the law of defamation that Technician may be entitled to assert in connection with the Photographs and the uses of the Licensed Materials described above, including but not limited to, by way of example of only, the right to inspect or approve any use of the Licensed Materials otherwise permitted under this Release.

4. Assurances.

Technician has been paid in full and no amounts are or will be owed by Publisher to Technician by reason of any exploitation of the rights set forth above. Initial Here as Applicable:

_____ I am over 18 years of age and I am otherwise entitled to sign this Release on my own behalf under the laws of the state of my residence.

_____ I am under 18 years of age my parent or legal guardian has signed the attached Ratification by Parent or Guardian of a Minor.

5. Rights of Publisher. Publisher shall have the right but not the obligation to exploit the rights set forth above in its sole and absolute discretion. In the event of any inadvertent failure to afford credits by Publisher in connection with Publisher’s use of the Photographs and/or other Licensed Materials, Publisher agrees to afford such credits at the first convenient opportunity.

Agreed and confirmed as of the Effective Date:

(Signature of Technician)

(Print Name of Technician)

(Technician’s Contact Information)