



**MODEL WAIVER AND RELEASE FORM**

FOR AND IN CONSIDERATION of my engagement as a model, I hereby fully consent and irrevocably grant and transfer unlimited permission and the unrestricted right to TONI&GUY USA, LLC, and its affiliates, successors in interest, subsidiaries, and assigns ("TONI&GUY USA"), for the use of my photograph, image or partial image, video and/or video recording ("Likeness"), in all forms of print, digital and electronic media, video production or any other form of media that exists now or will exist in the future throughout the world forever in perpetuity including but not limited to film, exhibit, display, photographic, print and reprint in advertising material, magazines, books, television video, website page, video recording and other means of recording picture, used for illustration, education, promotion, box covers, theatrically by way of television, Internet, publicity or promotion of any kind without restriction, for video, film, advertising or any other purpose whatsoever without restriction.

In addition, the undersigned further acknowledges and agrees in this Model Waiver and Release Form (the "Agreement") as follows:

1. I relinquish any right that I may have to examine or approve the completed take, film, video, transparency, product, magazine, advertising material of any kind, or any copy, edit or printed matter that may be used in conjunction with any use of my Likeness or any part thereof.
2. I hereby release, discharge, indemnify and hold harmless TONI&GUY USA, their officers, directors, employees and agents therewith from any liability, claim or damages arising out the use of my Likeness, including without limitation any claims for invasion of privacy.
3. I have received full consideration, as applicable, for the rights granted herein and I waive all claims to any further payment or consideration for the use of my Likeness or any other rights granted hereunder. I further acknowledge that no further payment or consideration for the use of my Likeness has been offered or agreed upon.
4. I hereby represent that I am over 18 years old and have read this Agreement in full before its execution. I read and understand English. I acknowledge that this Agreement constitutes the entire agreement regarding this subject matter between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. I acknowledge being advised that this Agreement is a binding contract and that all terms of agreement are contained herein. I understand that this declaration is an integral part of this Agreement.

This Agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect. In the event of invalidity or unenforceability of any term or provision, such term or provision shall be construed or modified to the extent necessary to render it valid and enforceable, while also giving maximum effect to the original intent of the parties in creating this Agreement.

In witness whereof, the undersigned, having signed this Model Waiver and Release Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Witness: \_\_\_\_\_ Guardian (if under 18) \_\_\_\_\_

Printed Name: \_\_\_\_\_