

**Client/Model RELEASE FORM- NLW PRODUCTIONS/
NWPHTOVIDEO.COM**

(863) 594-4278

Photographer: Nathan Waters
email: nwphotovideo@gmail.com



Client/Model: _____

Address: _____

Email: _____

Phone: _____

In consideration of having received: Electronic Publication Release with CD/Download, Print Release, NO PRINTS_____ in return for payment of Trade/Barter for Time and Services for scheduled appointment photographs taken of you on: _____ beginning and forever on _____ (date) at: _____ (location): _____ ALL LOCATIONS AND/OR _____

_____ I hereby assign full copyright of these photographs to the above-mentioned photographer together with the right of reproduction either wholly or in part.

_____ I am the parent/guardian of the minor(s) being photographed and grant permission and release photographer/studio for such uses of images below

_____ I agree and grant permission without royalty that the Photographer may use the above-mentioned photographs either separately or together for promotion or any other lawful purpose in that such for promotion and marketing, display and advertising purposes, including sale to magazines and other publication only with my written and assigned consent due to the nature of these photographs. However, I will grant 3 to 5 images minimum of session to be promoted within terms of contracting for clients, via print and electronic sharing via website upon completion of this session.

_____ **I am over the age of 18 years old and have provided proof of such. I agree, accept and sign, in that I have been /will be photographed and understand the contract deal memo, including all Terms and Conditions above and below in full.**

Client Signature: _____ **date:** _____

Print Name _____ **date:** _____

Photographer :

Date _____

Nathanial L Waters (Nathan Waters)
OWNER of NWPHTOVIDEO
NLW PRODUCTIONS

TERMS AND CONDITIONS

- It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- Upon signature, the Studio/Photographer shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and retainers are nonrefundable, even if the shoot is rescheduled or canceled for any reason other than inclement weather.
- If, in the opinion and sole discretion of the photographer/studio, inclement weather or other adverse conditions prevent the creation of a session or event, which prevents in meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the session.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- The Studio/Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/Photographer.
- Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/Photographer's illness or death or scheduling conflicts. In the event of such substitution, Studio/Photographer warrants that the photographer taking the photographs shall be a competent Professional with all skills, knowledge, and ability to perform tasks assigned.
- If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, medical or family emergency, or death, then the Photographer/studio shall return any deposit or sitting fee to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of all monies paid.
- Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities but may settle for reprints as due per warranty policy and guarantees of lab.
- The charges in this Contract are based on the Studio's/Photographer's Standard Individual Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

• **NOTICE OF COPYRIGHT**: It is **ILLEGAL** to copy or reproduce these photographs or videos elsewhere without Studio's/Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties. Such penalties also may and will be enforced in any case that watermark be removed for any reason at any time unless by that of the studio/photographer. **ABSOLUTELY NO EDITING MAY BE DONE TO PHOTOGRAPHS OTHER THAN SUCH ACTIONS BY THAT OF STUDIO/PHOTOGRAPHER.**

- **SOCIAL MEDIA AND POSTING**

Any/All images/video may NOT be posted without watermark of studio/photographer as to protect the rights of both client and photographer

- This Contract incorporates the entire understanding of the parties and is governed by the laws of **The State of Florida and Federal Laws within the United States of America.** (City/County, State, Country). Any modifications of this Contract must be in writing and signed by both parties with Witness and notarized.

Terms of Appearance Agreement

This contract hereby binds all those involved to appearance contract and will be held liable under the Court of Law. I hereby promise in agreement that I the client will be on time in the proper location. If I am not on time, I will not hold studio nor Photographer such as responsible for images not taken as a result of timeliness and that photographer is under no circumstance liable, nor must photographer offer reshoot opportunities unless by sole discretion of photographer and/or studio. I agree that I will be on time (30 minutes to 2 hours early) at the location agreed (based on preparation requirements of shoot).

Sign x _____

Initial Below

_____ I understand that if I do not appear or fail to cancel within 72 hours for portraits, or 5 weeks for weddings, I will **NOT** receive my deposit back as it is NON-refundable. (If applicable)

_____ I waive my right to appearing before judge and/or Jury, releasing all liability of NWPhotoVideo.com and take full responsibility in risk of my own personal injury. **(MUST INITIAL)**

_____ I understand that by failure to appear will result in reversal of agreement and will immediately be charged for all time and labor expenses, including expenses of photographer which that must pay out relating to transportation costs, expenses of any hotel. airfare, hotel rental, car rental, location expenses, all labor expenses and cost to hire other persons in session contracted allotment. (If Applicable)

_____ I release photographer/studio/NWPhotoVideo.com of all liability in risk of injury. I take full responsibility of my negligent actions and any injury up to and including accidental death or dismemberment in result of any decision I make. **(MUST INITIAL)**

_____ I give full permission and understand the financial of property seizure if necessary, up to lien on property, wage garnishment, credit reporting (sent to collections), and tax refund if money owed is not paid or no call/no show/ failure to attend.

_____ I will behave accordingly **(MUST INITIAL)**

_____ **Under no circumstances as by federal law will I slander/libel in any form of defamation of character (false light), Nathaniel Waters, or his business, or his family, as I understand I will be prosecuted to the full extent of the law and with all damages applicable including and/but not limited to attorney's fees and court costs. (MUST INITIAL)**

_____ **I, the Client, shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's own decision and/or failure to provide reasonable assistance or cooperation. (MUST INITIAL)**

For office/Studio use only:

Date: _____

Payment Plan applicable: Yes/No (Circle One)

Payment Plan Terms Conditions:

Total of Session and/or Packages \$ _____

Amount \$ _____ Down \$ _____ Deposit

Remaining Amount: \$ _____

Adjusted Payment Plan:

\$ _____ Weekly/ Bi-Weekly/Monthly

Payment may be accepted by cash/credit/Cashier's Check/Money Order

Granted/ Disapproved

Studio/Photographer Signature _____ Date _____

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Emergency Contact Information Form

This information will be extremely important in the event of an accident or medical emergency.

Please be sure to sign and date this form

Name: _____
Last First MI

Phone:
Home: _____ **Cell:** _____

Home Email Address: _____

Address: _____
Street City State Zip Code

Blood Type _____

Known Allergies: _____

Primary Emergency Contact Name: _____ Last First

Relationship: _____ **Phone:**

Home: _____ **Cell:** _____ **Work:** _____

Secondary Emergency Contact Name: _____
Last First

Relationship: _____ **Phone:** _____

Home: _____ **Cell:** _____ **Work:** _____

Preferred Local Hospital: _____

Comments (include any special medical or personal information you would want an emergency care provider to know – or special contact information:

Signature: _____ **Date:** _____