

ANDY BILINSKI PHOTOGRAPHY  
BLOWING ROCK, NC 28605  
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www.andybilinskiphotography.com

## **A. Model Release:**

Client hereby gives Andy Bilinski Photography ("ABP") the absolute and irrevocable right and permission with respect to the photographs that ABP has taken of Client, Client's employees or agents, and/or Client's minor child(ren) (collectively, as applicable, the "Client") in which Client may be included with others:

- a) To copyright the same in the ABP's name or any other name that ABP may select;
- b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including, but not limited to, illustration, promotion, advertising and trade, and;
- c) Client hereby releases and discharges ABP from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

## **B. Liability/Indemnification:**

ABP is not responsible for any injuries inflicted upon Client. Client agrees, to the fullest extent permitted under North Carolina law, to release, indemnify and hold harmless ABP and ABP Indemnitees from any and all claims, demands, damages, or other financial demands (including without limitation attorneys' fees and expenses and any claims related to intellectual property) due to any actions or omissions of ABP or ABP Indemnitees. ABP Indemnitees shall mean ABP, its directors/trustees, owners, officers, employees, agents, subsidiaries, parent corporation and affiliates. The foregoing limitation of liability and indemnification provision shall not apply to acts of gross negligence and/or willful misconduct committed by ABP or ABP Indemnitees.

## **C. Copyright & Penalty:**

ABP retains all copyrights to all images created during Client's session. A print release will be given with digital files to print portraits for personal use. The print release does not allow publication of Client's portraits (i.e. entering in contests), selling or altering of Client's images without ABP's written permission. It is illegal to copy, scan, download, print, share, alter, or otherwise steal any image created by ABP during Client's photo session. This applies to "sneak peek" images, images posted in an online proofing gallery, blog, social media, or hard copy images. If Client steals images via any method listed above, or any other method, Client will be invoiced for the cost of EACH digital image Client has stolen.

**D. Weather:**

If it is not possible for a session to take place on a scheduled day due to weather, ABP and Client will reschedule on an agreed date at the earliest date reasonably possible.

**E. No Shows:**

ABP is not responsible if Client and/or other key individuals fail to appear or cooperate during portrait sessions, or for missed images due to details not revealed to ABP. If Client and/or key individuals fail to appear to a scheduled portrait session, the 20% deposit is non-refundable. The session can be rescheduled at the original portrait session fee, including an additional 20% deposit.

Client Name: \_\_\_\_\_

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

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