

## Model Hold Harmless Agreement

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

Age: \_\_\_\_\_

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

The Model, noted with printed name above, being photographed at This Just In, Inc. (DBA: Kelly Mooney Photography) agrees to release and hold harmless This Just In, Inc. (DBA: Kelly Mooney Photography) and their officers, employees, agents, and/or representatives from any and all direct, indirect, special, or consequential damages or costs, legal or otherwise, which the model may incur as a result of being photographed or otherwise on the property of This Just In, Inc. (DBA: Kelly Mooney Photography). In submitting this release, the model acknowledges and represents that the model has read the foregoing and understands it; no representations apart from the foregoing written agreement have been made; and model executes this release/agreement for adequate consideration fully intending to be bound by the same.

The Model acknowledges that This Just In, Inc. (DBA: Kelly Mooney Photography) is a rental studio and provides the facility and lighting equipment for other photographers that are not associated with This Just In, Inc. (DBA: Kelly Mooney Photography) other than the potential of being a customer bound by a Rental and Terms of Use Agreement. The use of This Just In, Inc. (DBA: Kelly Mooney Photography) studio is at the "risk" of the Model and any conduct taking place inside the photography studio is not under the supervision of This Just In, Inc. (DBA: Kelly Mooney Photography) ownership, staff, or representatives. The Model hereby agrees that This Just In, Inc. (DBA: Kelly Mooney Photography), its owner, staff, or representatives bear no responsibility, knowledge, or any association whatsoever with actions taken or behavior exhibited in the photography studio by any party. Additionally, the Model agrees to hold This Just In, Inc. (DBA: Kelly Mooney Photography), its owner and staff, harmless and indemnify against any injury claim or responsibility for any personal injury on the premises of This Just In, Inc. (DBA: Kelly Mooney Photography). All equipment, furniture, studio facilities (including any ladders or hot lights) is used at the Model's own risk and not any responsibility of This Just In, Inc. (DBA: Kelly Mooney Photography) ownership or staff.

The Model further agrees to never prosecute or in any way aid in the prosecuting of any demand, claim or suit against This Just In, Inc. (DBA: Kelly Mooney Photography), and any officer, agent, or employee acting officially or otherwise, for any loss, damage, or injury to model or property that may occur as a result of renting This Just In, Inc. (DBA: Kelly Mooney Photography). The Model understands and agrees to be held liable for

any damage or loss to This Just In, Inc. (DBA: Kelly Mooney Photography) that is caused by the model's own negligence, misconduct, or fraud.

All product/records/film/digital photos taken by a photographer at This Just In, Inc. (DBA: Kelly Mooney Photography) are the property of the booking customer and/or model and in no way are under the control or supervision of This Just In, Inc. (DBA: Kelly Mooney Photography). As such, Model agrees that This Just In, Inc. (DBA: Kelly Mooney Photography) will not be held liable for anything relating to recorded images of any type, including but not limited to copyright and or registered material or unauthorized distribution.

**WAIVER OF JURY TRIAL**

THE MODEL HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE TIME SPENT ON THIS JUST IN, INC. (DBA: KELLY MOONEY PHOTOGRAPHY) PROPERTY OR ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE WHERE A COMPLAINT IS FILED AGAINST THIS JUST IN, INC. (DBA: KELLY MOONEY PHOTOGRAPHY), ITS OWNER, STAFF, OR REPRESENTATIVES ACTING ON ITS BEHALF.

Execution of this Agreement by the Model (as signed below) constitutes a full, complete and irrevocable release of any and all claims which the Model may have at law or in equity in respect of all prior discussions and understandings, oral or written, relating to the subject matter of this Agreement. In no event shall any indemnitee be liable on any theory of liability for any special, indirect, consequential or punitive damages (including any injury, business or anticipated revenue). The Model signatory hereto hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Model Agrees:

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

Print Name: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

If Minor:

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_