

FEATHER RIVER RAIL SOCIETY

MODEL AUTHORIZATION AND RELEASE FORM

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Model named below (“Model”) hereby gives and grants in perpetuity to Feather River Rail Society and its associated companies, their respective representatives, successors, assigns, licensees, employees, and any person, corporation or entity acting under its permission or with its authority, or for whom it might be acting, including anyone distributing or disseminating advertising or other communications by or regarding Feather River Rail Society (hereinafter collectively referred to as “FRRS”), the absolute right and permission, in its broadest sense, to use and reuse (or to refrain from any such use), including to copyright, trademark, publish, republish, reproduce, broadcast, digitize, alter or any other present or future method of communication, reproduction or use (collectively “Use”), any and all photographs, digital or video images, drawings or renderings, audio reproductions, name and likeness of Model and of his or her property (clothes, jewelry, glasses, etc.) and/or any statement or endorsement regarding or relating to FRRS, in whole or in part, in conjunction with or without Model’s own name, or any material based thereon or derived from any of the foregoing (collectively “Materials”), in any present or future manner or media of communication whatsoever including, but not limited to, print, television, advertising, promotional, publicity, Internet, trade, editorial or other means, throughout the universe, in perpetuity.

2. Model hereby waives any right that Model may have to inspect or approve any Use of the Materials or any advertising or promotional copy or other printed matter that may be used in connection with or derived from the Materials. Model hereby waives any present and/or future claim for any payment or compensation. Model understands that FRRS reserves sole editorial discretion over the Use of the Materials, and that FRRS may alter the Materials, either intentionally or unintentionally, by virtue of blurring, distortion, alteration, optical illusion, use in a composite form or other methods.

3. Model agrees that the Materials and anything derived from the Materials are owned solely by FRRS. All value and goodwill arising from the Materials, or FRRS’s Use of the Materials, shall accrue solely to FRRS and its assigns for Use as it sees fit. Model will not authorize the use of the Materials by anyone else without FRRS’s advance, written approval.

4. Model hereby irrevocably releases FRRS from any and all claims or liability, known or unknown, of any nature or kind, including, without limitation, claims for invasion of any personal or property right which Model may have, or which his heirs, executors, administrators and assigns hereafter may have, including without limitation, claims based upon invasion of privacy, defamation, false light, commercial appropriation or use of name, likeness, voice or picture, emotional distress, right of publicity or copyright, for any matter whatsoever arising out of the Use of the Materials, including reasonable editing of written personal information provided to FRRS by Model.

5. Model hereby represents and warrants that Model (a) is eighteen (18) years of age or older (b) has read this Authorization and Release prior to execution, (c) understands the contents thereof, and (d) Model intends for this Authorization and Release to be binding upon Model and Model's heirs, legal representatives and assigns, to the fullest extent permitted by law. If Model is not at least eighteen (18) years of age then Model's parent or legal guardian must sign below.

6. This document represents the entire agreement between the parties and may only be modified by a writing signed by all parties hereto. This Authorization and Release is governed by the laws of the State of California, without regard to its choice of law principles contained therein. Any disputes may only be resolved in the state and federal courts located in Plumas County, California.

IN WITNESS WHEREOF, I hereby execute this Authorization and Release as of the date and year first below written.

“Model”

Signature: _____

Date: _____

Name: _____

Parent / Legal Guardian

Signature: _____

Date: _____

Name: _____