

**Photograph(s) Release Form**

**Agreement and Authorization for Model to be used in “Babies of elle” Photo Wall**

**THIS MODEL RELEASE** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Execution Date”)

**BETWEEN:**

Karen San Andres Physiotherapy Professional Corporation  
(operating at ellephysio & Associates) of  
112-603 Argus Road, Oakville, ON. L6J 6G6  
Email: info@ellephysio.com  
Phone: (289) 815-3553  
(the “Recipient”)

OF THE FIRST PART

-AND-

\_\_\_\_\_ (child(ren)’s full name(s)) of  
\_\_\_\_\_ (full address),

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

(the “Model”)

OF THE SECOND PART

**BACKGROUND:**

1. The Recipient may choose or is currently in the business of creating a commemorative photograph wall project which will include photography/images submitted by their clients. There is no intent of personal or commercial gain from the commemorative project.
2. The Model consents to being a subject of the Recipient in this commemorative wall project. The Model will submit an infant/baby photograph(s) of their choosing to the Recipient to the email address [babiesofelle@ellephysio.com](mailto:babiesofelle@ellephysio.com) for the express use in this project only.

**WHEREBY:**

THE RECIPIENT IS RELEASED OF LIABILITY: For good and valuable consideration herein acknowledged as received, the Model releases the Recipient and assigns permission for the use of their submitted photograph(s)/Image(s) for the purpose of use in the commemorative wall project and in any media for any purpose that may have the commemorative wall project visible in the background. This may include, among others, advertising, promotion and marketing and packaging of any product or service. The Model agrees that their submitted image(s) may be combined with other images, text, graphics, cropped, altered and modified.

THE RECIPIENT RETAINS ALL RIGHTS: the Model agrees that the Recipient has all rights to their submitted photograph/image for perpetuity unless explicitly noted in this Agreement. The Model acknowledges and agrees that the Recipient is not liable for any further consideration, accounting, or claim for any reason.

DURATION OF AGREEMENT: the Model acknowledges and agrees that this Agreement is binding on all heirs and assigns. The Model acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual.

CONFIDENTIALITY: The Model acknowledges and agrees that the Recipient will take all necessary measures to keep any and all submitted photograph(s)/image(s) anonymous. The Model and parent/guardian names will be placed on the backside of the image to maintain confidentiality.

In witness whereof, the Model has executed this release at \_\_\_\_\_

\_\_\_\_\_ (full address)

on the date above.

This Agreement contains the entire agreement between the parties to this release and the terms of this Agreement are contractual and not a mere recital.

This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

**AS THE MODEL IS UNDER THE LEGAL AGE OF MAJORITY:**

I am the parent or legal guardian of the minor above named as the Model, and I have legal authority to execute this Agreement on the Model's behalf. I have read and fully understood the contents of this Agreement, and consent to the said use of submitted photograph(s)/image(s) based on the contents of this Agreement.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Parent or legal guardian full name)