

WEST DEPTFORD SPORTS PORTRAITS

Photography Agreement and Release

Kim Dunda Design & Photography

Player Name(s): _____

Team Name: _____

Parent/Guardian Name: _____

The Parent/Guardian listed above agrees to the following terms and conditions as they relate to photographs of the Player(s) listed above taken by Kim Dunda Design & Photography (“Photographer”). The Parent/Guardian further acknowledges and agrees to all notices and releases listed below.

1. Photographer reserves the right to use negatives, RAW images, edited images, and/or reproductions for advertising, display, publication, web/social media or other purposes.
2. No part of any order, including previews, will be delivered until the order balance is paid in full. Payment for prints, products and digital files are required in full at the time of placing an order.
3. Original photographs are not included, only final edited photographs. Photographer retains the right to edit the photographs and omit any image. It is understood that the Photographer will not deliver every exposure taken.
4. The Parent/Guardian understands that when publishing photos on websites, i.e. personal website, Facebook, etc., the client SHALL NOT edit the photos in any way, i.e. editing the watermark, filters, etc.
5. The Photographer retains copyright of the photographs and hereby grants the Parent/Guardian unlimited, but non-exclusive, rights to use or reproduce the photographs.
6. The Parent/Guardian is responsible for making a backup of all digital downloads received or purchased. The Photographer is not responsible for lost or damaged files.
7. The Parent/Guardian shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to, assisting with the posing of the Player(s). The Photographer shall not be responsible for photographs not taken as a result of the Parent/Guardian’s failure to provide reasonable assistance or cooperation.
8. The Parent/Guardian will not hold the Photographer liable for any injury that may occur during the session.

COVID-19 NOTICE & WAIVER

Due to the corona virus pandemic and for the safety of the Photographer and other players, please do not attend your scheduled session if you or your Player have symptoms including a fever of 100.4 or higher, cough, shortness of breath or any feeling of unwell. The Parent/Guardian is hereby notified and agrees that:

1. While the State of New Jersey has eased various COVID-19 based restrictions, the conduct and performance of the services being provided by Photographer are subject to those rules in place at the time the photography services are to be performed.
2. Based upon the scope of the social distancing restrictions in place at the time of the photography session, certain aspects of the photographer/player interaction may be altered by necessity.
3. The player(s) agree to abide by the social distancing measures in place at the time of the session. You explicitly agree and understand that failure to adhere to such social distancing measures places you and the player(s) at increased risk of COVID-19 exposure or transmission.
4. You assume all risks associated with potential COVID-19 transmission or exposure in relation to the photography services being provided and accept sole responsibility for any illness, injury, damages, claims or expense arising therefrom regardless of the identity of the person alleged to be at fault for such transmission or exposure.
5. As consideration for this waiver, the Photographer agrees to waive any liability or claim against you for COVID-19 transmission or exposure.
6. Notwithstanding the foregoing, the Waivers contained in this Section shall not be interpreted to prohibit actions or claims against persons who knowingly participate in the photography services while exhibiting COVID-19 symptoms or who knowingly participate while having an active COVID-19 infection.

MODEL RELEASE: I hereby consent that the photographs taken by Photographer may be used for the purpose of display, portfolio, advertising, website, social media or any publication to promote Photographer's studio or name. I also agree that the images can be used without additional compensation to the undersigned.

NOTICE OF COPYRIGHT: It is **ILLEGAL** to copy, reproduce (for monetary gain) or enter these photographs in ANY photo contest without Photographer's permission. Violators of this Federal Law will be subject to its civil and criminal penalties.

APPLICABLE LAW: This contract shall be governed by the laws of the State of New Jersey and any

Signature: _____

Date: _____

