



## *Bellalicious Designs & Photography*

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### **WAIVER AND PHOTO RELEASE OF LIABILITY**

This signing of this release gives Bellalicious Designs & Photography the permission to photograph the participants listed below and the right to edit said photos. It also gives Bellalicious Designs & Photography the right to all terms and conditions listed below.

I do hereby give Bellalicious Designs & Photography, its assigns, licensees, and legal representatives the irrevocable right to use my child's name, picture, portrait, image, video or photograph in all forms and media and in all manners, including composite, for advertising, for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith.

#### **Terms and Conditions**

1. It is understood that this Photographer/Studio is the exclusive official photographer retained to perform the photographic services requested on this Contract.
2. Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/Photographer's illness or of scheduling conflicts. In the event of such substitution, Studio/Photographer warrants that the photographer taking the photographs shall be a competent professional.
3. No part of any order, including previews, will be delivered until the balance is paid in full.
4. The Studio/Photographer reserves the right to edit or use images created under this contract for advertising, display, publication, or other purposes. The client signing this contract warrants that he/she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Negatives, digital files, and previews remain the exclusive property of this Studio/Photographer.
5. Upon signature, the Studio/Photographer shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and deposits are non-refundable, even if the portrait is rescheduled or cancelled for any reason other than inclement weather.
6. If, in the opinion of photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the Studio/Photographer, the photographer may elect to use an alternative location or reschedule the portrait.
7. If the Studio/Photographer cannot perform this contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to photographer's

illness or emergency, then the photographer shall return any deposit or sitting fee to the client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In the event that the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

8. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of the dyes, and Client releases the Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
9. The charges in the Contract are based on the Studio/Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
10. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Studio/Photographer's permission and violators of this Federal Law shall be subjected to its civil and criminal penalties.
11. This Contract incorporates the entire understanding of the parties. Any modification of this Contract must be in writing and signed by both parties.
12. If specific pictures are wanted for an event or shoot it is the client's responsibility to supply the photographer with a list before the day of the shoot or event. Kindly, remember that your photographer even if introduced to family members it is their first time meeting them and may not remember names, relations or their significance to you. The list is there to provide guidance for the photographer and not eliminate verbal guidance from the client. It is to be used as a checklist while working with the client to sufficiently meet the client's needs and wants for their shoot or party. The photographer is not held responsible and not obligated to take creative initiative when regarding these matters. Multiple pictures will be taken of each pose and or group to try and ensure you have a satisfactory outcome. However, not all clients (eg. Small children) cooperate but we will try our best to get the best results possible.

© PPA

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 AT TIME OF REGISTRATION:

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of Lollipop Preschool, and, for myself, my heirs, assigns, and next of kin.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Child's Printed Name

\_\_\_\_\_  
Child's Printed Name