

**Release to Use Image**

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This Release has \_\_\_\_\_ total pages.  
 File number (optional) \_\_\_\_\_  
 IPO number \_\_\_\_\_

**Parties to Release**

This Release to Use Image (hereinafter, "Release") is an agreement and release between Intellectual Reserve, Inc. (IRI), and

Name ("Grantor")	Telephone with area code	Name of photographer
Address	Description of product	

**Terms and Conditions**

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Grantor and IRI hereby agree:

- Grantor hereby irrevocably grants to IRI and its licensees, successors, and assigns (collectively, "IRI") consent and full right to:
  - Interview Grantor and to record or otherwise tape, reproduce, or take notes on such interview or interviews;
  - Record, copy, reproduce, adapt, edit, summarize, copyright, publish, exhibit, distribute, perform, and otherwise exploit throughout the universe in perpetuity the content or product of such interviews and any materials Grantor may make available to IRI (in whole or in part, in any and all languages, and with or without credit to Grantor) in any work produced by IRI, including books, magazines, articles, or any other publications; and/or in any and all other media now known or hereafter devised, including, without limitation, theatrical, television, motion picture, Internet, and allied media; and in any advertising or publicity in connection therewith; with the unlimited right to reveal fully, quote directly, paraphrase, edit, review, or otherwise make use of the products of such interviews and of such materials; and
  - Describe and portray, in whole or in part, Grantor and/or any episodes or biographical history of Grantor's life and to use Grantor's name and any pictures, photographs, or likenesses of Grantor (alone or with others, including members of Grantor's family) from news sources, given to IRI by Grantor, or created or obtained by IRI in connection with such interviews.
- Grantor hereby agrees that Grantor shall have no right (including, without limitation, copyright), title, or interest in or to any IRI work or publication or any material included therein pursuant to this Release and that Grantor shall have no claim of any kind or nature whatsoever against IRI based on the exercise of any rights granted hereunder. Nothing herein will constitute any obligation on the part of IRI to make any use of any of the rights set forth herein.
- Unless Grantor has received IRI's prior written approval, Grantor shall not issue or authorize the publication of any news story or publicity relating to this Release or IRI. Neither Grantor nor any third party controlled or licensed by or otherwise affiliated with Grantor (hereinafter, "Third Party") shall state or imply any approval, sponsorship, or endorsement by IRI of Grantor or Grantor's activities, nor shall Grantor or any Third Party allow any statement or inference of such approval, sponsorship, or endorsement to continue, whether such approval, sponsorship, or endorsement is stated or implied to derive from IRI or to result from IRI's use or exercise of the rights granted by this Release.
- Grantor represents and warrants to IRI that Grantor is free to enter into this Release and that Grantor's performance hereunder will not conflict with any other agreement or understanding to which Grantor may be a party. In the event of any claims made by third parties, Grantor agrees to defend and indemnify IRI and to hold IRI harmless from any costs, expenses, and/or losses, including reasonable attorney's fees and costs, incurred as a result of a breach by Grantor of any representation or warranty made in this Release.
- Grantor hereby acknowledges and agrees that in the event of any breach or alleged breach by IRI of any of its obligations to Grantor, Grantor shall be limited to Grantor's remedies at law for damages and shall not be entitled to terminate or rescind this Release. This Release shall be binding upon and inure to the benefit of the parties, their successors, heirs, assigns, and legal representatives and shall be governed by and construed in accordance with the laws of the State of Utah, excluding conflict-of-law principles. If any dispute arises out of or relates to this Release, the parties shall use their best efforts to settle such dispute through correspondence, mutual consultation, and other mediating efforts. If the parties are unable to resolve their dispute in this manner, both parties agree to the jurisdiction of the courts in the State of Utah for purposes of any action instituted pursuant to this Release.

**In Witness Whereof**

The parties have affixed their signatures to this Release. **By signing below, Grantor warrants and represents that he or she has read this Release, understands its contents, and has the legal capacity to execute this Release.**

Intellectual Reserve, Inc.	Date
X Grantor	Date
X	

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### Project Information

Grantor	IPO number	File number (if assigned)
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**Parental Consent** If Grantor is a minor child, Grantor's parent or legal guardian must complete the following.

I, the undersigned, hereby warrant and represent that I am the parent or legal guardian of the minor child named on page 1 of this Release ("Grantor"), that I have full authority to execute this Release on behalf of Grantor, that I have read this Release, and that by signing below I have granted this Release on behalf of Grantor. I hereby agree that I and said Grantor and all other parents or legal guardians, if any, will be bound by all releases, consents, and covenants contained in this Release.

Name of parent or guardian	Signature	Date
	X	
Address	IPO number	Telephone with area code