

STILL PHOTO RELEASE

Subject: _____ Fee: \$ _____

Subject hereby grants to **THE ASHÉ FOUNDATION**, the exclusive right to use the photograph(s), depicting Subject ("Photos"), listed in Exhibit A attached hereto, for inclusion in the project "**Shoes for Africa**" with respect to any ancillary use or derivative works, and for all merchandising purposes. Subject acknowledges that the depiction of him or her in the Photos may be duplicated and distributed in any and all manner and media throughout the world in perpetuity.

Subject grants **The ASHÉ Foundation** the exclusive right, license and privilege to utilize the names, likeness, and visual representations in the Photos in connection with the manufacture, advertising, distribution and sale of any articles or products. Such granted rights include the unconditional and exclusive right throughout the world to use, simulate and portray Subject's name, likeness, voice, personality, personal identification and personal experiences. Subject agrees that **The ASHÉ Foundation** may elect to refrain from using Subject's real name and may use a pseudonym.

The rights granted to **The ASHÉ Foundation** are perpetual, worldwide, and include the use of the Photos in any medium, including broadcast and cable television, videocassettes, DVDs, Internet, VCDs, optical discs, hard drives, personal video players ("PVPs"), personal video recorders ("PVRs") and digital video recorders ("DVRs") and PVR and DVR equivalents, optical disc burners or recorders or their equivalents, memory sticks, cartridges and semi-conductor chips, in both standard- and high-definition formats, upon which are encoded, stored, copied or burned a Permanent Copy of any Picture.

Subject warrants and represents that Subject possess all rights necessary for the grant of this license, and will indemnify and defend and hold **The ASHÉ Foundation**, its licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of a breach of the foregoing warranty.

Subject agrees that The ASHÉ Foundation shall have the unlimited right to vary, change, alter, modify, add to and/or delete from the depiction in the Photos, and to rearrange and/or transpose Subject's depiction, and to use a portion or portions of his depiction or character with any other literary, dramatic or other material of any kind.

All rights, licenses and privileges herein granted to **The ASHÉ Foundation** are irrevocable and not subject to rescission, restraint or injunction under any circumstances.

This Agreement shall be governed and construed in all respects by the laws of the State of California without regard to choice of law principles.

This Agreement contains the entire understanding of the parties relating to the Photos and may not be changed, amended or altered except by written agreement.

I have read and understand the meaning of this release.

Signature

Date

Print Name