

PHOTOGRAPHY RELEASE FORM

For value received, receipt of which is hereby acknowledged: I hereby irrevocably authorize BNI Global, LLC and its subsidiaries, agents, assignees and licensees (collectively, "BNI") to use images of me captured by BNI whether in photos, film, video or otherwise (collectively the "Photography") in its marketing and promotional materials for its websites, print assets, and BNI Brand Share among others. I further authorize BNI to attribute the Photography to me and, for that purpose, I authorize BNI to use my name (and city and state of residence), likeness, signature, image and voice, as appropriate, in connection with the Photography. I understand that BNI may edit my photograph due to space considerations or for any other reason, and I consent to the editing or alteration of my photograph. I hereby release BNI from any and all claims that I may have whatsoever in connection with the Photography, including without limitation claims at law or in equity, known or unknown, suspected or unsuspected, arising out of or related to the use of my likeness, name, and/or voice.

I hereby waive any right that I may have to inspect and/or approve the use of the Photography, or any collateral materials that may be produced by BNI in connection with the Photography. I hereby acknowledge that all right, title and ownership in and to the Photography, including any and all copyrights and moral rights, shall be the exclusive property of BNI and, to the extent I have any, I hereby assign all right, title and interest in the Photography to BNI.

Representations and Acknowledgement:

I represent that I am over the age of twenty-one, that I have the power and authority to sign this Release, and that I have no pre-existing obligation which may restrict or limit my ability to sign this release, and that this release will be binding on my heirs, representatives and assigns.

Indemnity and defense:

I understand and agree to defend, indemnify and hold harmless BNI and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) that arise out of or relate to any actual or alleged breach of my representations and warranties set forth in herein. I hereby forever release BNI from claims arising out of misuse, distortion, blurring, alteration, optical illusion, or use in composite form of the Photography, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction, or production of the finished product, its publication, or distribution.

Limitation of liability:

BNI will not be liable for direct or indirect damages of any kind, including without limitation incidental, punitive or consequential damage or loss arising out of or in connection with the Photography or this release

Governing Law:

This release shall be governed by the laws of the State of North Carolina applicable to agreements entered into in North Carolina. I hereby waive any and all equitable and injunctive rights and acknowledge that my sole remedy for a breach of this agreement or otherwise shall

be solely an action at law for damages. This agreement is not subject to any guild, union or other collective bargaining agreement. This Photography Release Form represents the entire agreement between the parties.

Name: _____

Signature: _____

Date: _____