

Photo Release Form

Photographer: _____
Publication: _____
Territories: _____
Date of Photo Session ("Photo Date"): _____
Location of Photo Session: _____

This will confirm that, subject to the terms and conditions of this Release, ---COMPANY---. ("Company") has granted Photographer the right to use the photograph(s), collectively professionally known as "MEGADETH" (the "Artist"), to be taken by Photographer on the Photo Date solely as part of the article featuring Artist appearing in the Publication and only in the Territories. In no event may the Photograph(s) appear in any other publication or media or in any other issue of the Publication, and this release expressly precludes any such use.

Without limiting the generality of the foregoing, it is specifically understood and agreed that in no event may the name or likeness of Artist (or any individual member thereof) be used in connection with the advertising or promotion of the Publication (i.e., institutional advertising as opposed to advertising of the Issue), any merchandising, publishing or commercial tie-ups, or the direct or indirect endorsement of any product or service.

Company makes no representation, warranty or agreement with respect to the Photograph(s), it being specifically understood and agreed that Photographer shall obtain (or cause the Publication to obtain) all necessary third-party consents, waivers and approvals with respect to the use of the Photograph(s) and shall timely pay all obligations which may become due as the result of such use of the Photograph(s).

Photographer hereby agrees to indemnify Company, Artist (and each individual member thereof), its management and other agents and representatives (the "Indemnified Parties") against any claims, losses or damages suffered by the Indemnified Parties as a result of any unauthorized use of the Photograph(s) or any breach by Photographer of this agreement.

Photographer may not assign this release or any of its rights hereunder without first obtaining the prior written approval of Company.

In addition, in consideration for the rights being granted to Photographer hereunder, Photographer agrees to provide, at no charge, to Company duplicate negatives and/or transparencies (as designated by Company) of the Photograph(s). Company shall have the right to use the Photograph(s) for any and all commercial and non-commercial purposes whatsoever relating to Artist and Artist's activities and Company shall have no obligation to make any payment to Photographer, the Publication or any other third party in connection with any of such uses.

ACCEPTED AND AGREED:

Photographer (for himself/herself and on behalf of the Publication)

PRINT NAME _____

ADDRESS _____

CITY, STATE ZIP _____

PHONE _____

EMAIL _____