

Model Release

For valuable and adequate consideration received, I hereby give Friends of Des Moines Parks and the City of Des Moines (collectively "Des Moines") the absolute and irrevocable right and permission with respect to the Content (as defined below):

- (a) To use, copy, modify, distribute, publicly display and perform, publish, and transmit my voice, signature, photograph, image, likeness, and/or distinctive appearance (collectively, "my likeness") in whole or in part, individually or in connection with other content, in any medium and for any purpose whatsoever, including but not limited to illustration, promotion, advertising, art, or trade;
- (b) To use or not to use my name in connection therewith.

As used in this release, "Content" means: a project tentatively The Parks Photo Project: Celebrating 125 years of Des Moines Parks, which will include but may not be limited to a physical and digital photo collection/gallery.

I hereby release and discharge Des Moines (including its successors and assigns, affiliates, subsidiaries and respective officers, directors, employees and agents) from any and all claims and demands arising out of or in connection with the use of the Content, including, without limitation, any claims for defamation, invasion of privacy (including misappropriation of name and likeness), infringement of the right of publicity, and/or false endorsement under the Lanham Act.

I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied.

I hereby acknowledge and agree that this agreement shall be governed in accordance with the laws of Iowa without regard to its conflict of law provisions and I expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Polk County, Iowa, for the adjudication or disposition of any claim, action or dispute arising out of this agreement or any use of my name or likeness in the Content.

I hereby represent and warrant that I am of legal age (or, if not, that a parent or legal guardian will sign on my behalf), that I have read the foregoing and fully understand the contents thereof, and that this agreement does not in any way conflict with any existing commitments on my part, or any other obligations or rights granted to third parties. I further warrant and represent that I have full right to enter into this agreement without violating the legal or equitable rights of any third party.

Date _____ Printed Name _____ Signature _____ Date of Birth _____	To be signed by parent or legal guardian of individual identified in adjacent box, if individual is not of legal age: Date _____ Printed Name _____ Signature _____ Relationship (mother/father) _____
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