Brent Payton / Photon Art
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Property Release

This Release relates to the following property:

_____

_____

_____

_____(collectively, the "Property")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

I,_____ [name of property owner or authorized agent]

on my own behalf and on behalf of_____

[name of company, if person is an employee acting within scope of employment] (the "Property Owner"),

hereby irrevocably acknowledge and agree in favour of the Photographer, his heirs, executors, legal representatives, licensees, successors and assigns, those for whom the Photographer may be acting, and those who may be acting with his authority and permission (collectively, the "Authorized Parties") as follows:

1. In the event photographs, illustrations, video or other images of, including or depicting the Property are taken or created by or on behalf of the Photographer in any media ("Images"), all worldwide right, title and interest in and to the Images and all related materials (including copyright and all other intellectual property or other proprietary rights) shall be owned by the Photographer or as the Photographer may determine.

2. The Photographer shall have the irrevocable right (which may be licensed, transferred, granted or assigned to other parties as the Photographer sees fit) to use, publish, reproduce, create derivative works of, distribute, publicly perform and publicly display, either digitally or in any other medium now known or later developed, such Images in any form, including without limitation, use as part of a composite or distorted in character or form, without restriction as to text, changes or alterations, whether or not in conjunction with the name of the Property or the Property Owner or a fictitious name, for illustration, promotion, art, editorial, advertising, trade, publishing, or any other commercial purpose whatsoever. The Property Owner also consents to the use of any narrative, text, symbol, audio, sound, action, program, effect or other matter that may be used in connection with the Images and the permitted uses, and irrevocably waives any right that the Property Owner may have to inspection or approval of any of the deliverables or uses contemplated in this Release.

3. The Property Owner hereby irrevocably releases the Photographer and each of the Authorized Parties and any other parties acting under right, title, assignment, grant or license from the Photographer or the Authorized Parties, from any liability, costs or expenses arising by virtue of: (i) any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the creation of the Images or in any subsequent use, processing or publication thereof; and (ii) any claim or cause of action, now known or later developed, resulting from or in connection with any use of the Images contemplated by this Release, including without limitation, any claims for libel, defamation, trespass, invasion of privacy or breach of publicity, conversion or other property rights.

4. The person or persons signing this Release represent and covenant that: (i) if the Property Owner is signing this Release, he/she is of full legal age and has the right and capacity to contract in their own name in their jurisdiction of residence; (ii) if the person or persons signing are acting as an employee of a company or other entity, he/she has authority to bind the company or other entity; (iii) the person or persons signing are either the legal and beneficial owners of the Property or such owner's authorized agent and in any event have full power and authority to grant the rights to and uses of the Property contemplated in this Release; (iv) the person or persons signing have carefully read the above Release prior to signing, and are fully familiar with the contents and consequences of it; and (v) this Release shall be binding without restriction as to time or otherwise upon the Property Owner and his/her heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and is intended to continue in full force and effect notwithstanding any sale, transfer, assignment, encumbrance or other transaction affecting the Property.

Photographer: Brent Payton

Date: _____ Signature: _____

Property Owner (print): _____

Date: _____ *Signature: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone 1: (_____)_____ Telephone 2: (_____)_____

E-Mail Address: _____

Witness:(NOTE: All persons signing and witnessing must be of legal age and capacity in the area in which this release is signed. A person cannot witness their own release)

Name (print): _____

Date: _____ *Signature: _____

*Please include a copy of picture identification to verify identity. P.O. Boxes will not be accepted.
Complete as many fields as possible.

Notes: [details of consideration or other relevant information]: