

****Model Release Agreement - Terms and Conditions****

By signing this Model Release Agreement, the Model grants Alejandro Rojas ("Photographer") and their assigns, licensees, and legal representatives, the irrevocable and unrestricted right to use and publish photographs and/or video images of the Model for any lawful purpose, subject to the following terms and conditions:

1. ****Image Usage Rights****: The Model grants the Photographer the right to use the photographs and/or video images for commercial, editorial, and personal use, including but not limited to advertising, social media, portfolios, illustration, editorial, trade, or promotion. The Model understands and agrees that the Photographer may use the images without further consent from the Model.
2. ****Model Approval****: The Model acknowledges that they may not have the right to approve the final use of the images and agrees that the Photographer has sole discretion over the use of the images.
3. ****Duration of Release****: This release is effective from the date of signing and shall remain in effect indefinitely unless otherwise terminated by mutual agreement in writing.
4. ****Restrictions or Prohibitions****: The Model understands that certain uses of the images may be restricted or prohibited, including but not limited to uses that are defamatory, obscene, or infringe upon the rights of third parties. The Photographer agrees to use the images in accordance with applicable laws and regulations.
5. ****Ownership****: The Photographer shall retain all copyrights to the photographs and/or video images created during the photoshoot. The Model understands that they have no rights to the photographs and/or video images other than those expressly granted by this Agreement.
6. ****Compensation****: The Model acknowledges that they will not receive any monetary compensation from Alejandro Rojas for the use of the photographs and/or video images under this Agreement. Any compensation for services rendered will be agreed upon separately.
7. ****Representation and Warranty****: The Model represents and warrants that they are of legal age and have the right to enter into this Agreement. If the Model is a minor, the parent or legal guardian's signature indicates their acknowledgment and agreement to the terms of this Agreement on the Model's behalf.
8. ****Release of Liability****: The Model releases and discharges Alejandro Rojas from any and all claims and demands arising out of or in connection with the use of the photographs and/or video images, including but not limited to any claims for defamation, invasion of privacy, or infringement of moral rights.
9. ****Confidentiality****: The Parties agree to keep the terms of this Agreement confidential and shall not disclose any information pertaining to this Agreement to any third party without the prior written consent of the other Party, except as required by law.
10. ****Governing Law****: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. Any dispute arising under or in connection with this Agreement shall be resolved exclusively in the courts of Ontario.
11. ****Entire Agreement****: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

****Definitions:****

1. ****Model****: Refers to the individual(s) whose likeness is captured in the photographs and/or video images, as identified in this Agreement.
2. ****Photographer****: Refers to Alejandro Rojas, the individual or entity designated as the creator of the photographs and/or video images, as identified in this Agreement.
3. ****Images****: Refers collectively to the photographs and/or video images captured during the photoshoot, as specified in this Agreement.
4. ****Use****: Refers to the reproduction, distribution, display, and/or any other exploitation of the Images, as permitted under this Agreement.
5. ****Commercial Use****: Refers to any use of the Images for the purpose of advertising, marketing, promotion, or sales, whether directly or indirectly related to the sale of goods or services.
6. ****Editorial Use****: Refers to any use of the Images for journalistic, educational, or informational purposes, excluding commercial use.
7. ****Personal Use****: Refers to any non-commercial use of the Images for personal or private purposes, including but not limited to personal portfolios or social media profiles.
8. ****Parties****: Refers collectively to the Model and the Photographer, as identified in this Agreement.
9. ****Agreement****: Refers to this Model Release Agreement, including all terms and conditions stated herein.
10. ****Effective Date****: Refers to the date on which this Agreement is signed by both Parties, as specified in the introductory paragraph of this Agreement.
11. ****Confidential Information****: Refers to any information disclosed by one Party to the other in connection with this Agreement, which is not generally known to the public and is designated as confidential or should reasonably be considered confidential based on its nature.