

MODEL RELEASE



This Model Release (the "Release") is entered into as of: (*date of session*) _____ by:

(*names of adults in photos*) _____ (the "Model(s)") and/or (the "Guardian")

of: (*names of children in photos*) _____
(the "Minor(s)"), in favor of Renee Valente, Captured By Renee Photography (the "Photographer").

PERMISSION TO TAKE AND USE PHOTOGRAPHS

The Model(s)/Guardian grants the Photographer and its employees, agents, independent contractors, licensees, successors, and assigns (the "Photographer's Agents") the full irrevocable right and permission to take pictures, portraits, digital images, and/or photographs in which the Model(s) and/or Minor(s) may be included (the "Photographs") and use, reuse, publish, republish, reproduce, edit, alter, and otherwise exploit the Photographs, in whole or in part for any lawful purpose and in all forms of media now known or unknown, including, but not limited to, web site promotions, printed or online advertisements, blogs, newsletters, promotions, sale, or any publicity (the "Photograph Use").

RIGHTS AND OBLIGATIONS

The Model(s)/Guardian grants and assigns to the Photographer and the Photographer's Agents all right, title, and interest in and to the Photographs, including, but not limited to, copyright. The Model(s)/Guardian understands and agrees that the Photographs and any associated negatives shall be the sole property of the Photographer and [he][she] shall have no right to: (i) inspect or approve the Photographs; (ii) inspect or approve any text, graphics, images, or other content created in connection with or combined with the Photographs; or (iii) receive any royalties or other compensation arising from or related to the Photograph Use.

RELEASE

The Model(s)/Guardian agrees to release, discharge, and hold harmless the Photographer and the Photographer's Agents from any and all damages, liabilities, costs, expenses, claims, and/or judgments of any kind or nature whatsoever arising from the Photograph Use, including, but not limited to, those based on copyright infringement, invasion of privacy, right of publicity, libel, defamation, or false light, or resulting from any alteration, blurring, optical illusion, use in composite form, distortion, or other modification that may occur, intentionally or otherwise, in connection with taking the Photographs, processing the Photographs, or the Photograph Use. The Model(s)/Guardian acknowledges and agrees that this Release is binding on the Model's heirs, legal representatives, and assigns.

GUARDIAN'S REPRESENTATIONS, WARRANTIES AND HOLD HARMLESS

The Model(s)/Guardian hereby represents that [he][she] is 18 years of age or older and has the full legal capacity to execute this Release on behalf of themselves and, where applicable, the above referenced Minor(s). Undersigned acknowledges and releases Captured By Renee photography, its owner, landlords and staff of any liability resulting from injury, accident, death or otherwise before, during and after the photo shoot, and releases same from accidental technical failures and acts of God resulting in the full or partial erasure of images. The Model(s)/Guardian further represents that the rights granted under this Release will not conflict with or violate any other commitment the Model(s) have with any other party. The Model(s)/Guardian have read this Release prior to signing it and fully understands its contents, meaning, and impact. Model(s)/Guardian also acknowledges that Photographer cannot guarantee any poses or amount of photographs photographer deems as deliverable for children under 18. Model(s)/Guardians are also responsible for any breakage of any equipment and/or studio contents caused by Model(s) or attendees or from any participants during the session and will be billed to client at Photographers discretion.

X

X

CAPTURED BY RENEE

STUDIO POLICIES

Studio Hours

The studio is open Monday through Friday from 9am-2pm. Appointments for sessions and viewings are held during those times and are made online. Weekend and evening appointments are not available.

Late Policy

While we understand that things do happen that sometimes cannot be helped, it is important for the studio to maintain its schedule as accurately as possible as I do not allow clients to wait while a session is in progress as each session is kept private. Please call as early as possible to notify the studio that you will be late. Unfortunately, anything over 30 minutes past your start time may result in a reduced session time, or possibly the need to reschedule, incurring a full session fee, so please leave early and allow time for traffic, etc.

Additionally, no-shows (no calls or attempts to reach out to studio informing you cannot make it) will forfeit your session fee and require an entire new session fee to rebook.

Sick Policy

If your child or anyone in your party is sick, please call immediately to reschedule your appointment. Due to the immunocompromised state of newborns, the studio maintains a strict policy regarding illness to ensure the safety of my tiniest little clients. There is no penalty or rescheduling fee due to illness. Children who are brought to the studio who are obviously ill (sneezing, coughing, runny nose, fever, etc.) will not be able to attend the session or be in the studio, so you will be asked to reschedule your appointment.

Purchase Policy

With the exception of Newborn sessions, all purchases are made via a-la-cart and there is no minimum. Newborn sessions require a minimum purchase of the newborn starter package. Detailed information about this can be found on the Sessions & Pricing > Newborns page on the website. In addition, due to both the custom nature of photographic items and downloadable nature of digital files, there are no returns to these products unless damaged. Remakes of albums or other custom products besides prints and canvas will only occur if the studio is responsible for an error in spelling, or omission of a photograph(s) or wording. Albums will have some cropping to the photos and layouts are at the discretion of the photographer and will not be remade due to this custom feature.

Policy Regarding Young Children at the Studio

As a mother of two teenage children, I know all too well the energy level and curiosity of young children. And while I always encourage them to be themselves, it is very important that a parent is with each child who is at the studio at all times. Safety is my number one priority here so I must maintain strict guidelines to ensure my wee client's safety. There are very hot lights, non-child proofed outlets, and large items and props that can potentially injure a child who is left alone to explore. Additionally, newborn items etc. are cleaned and sanitized and we try to maintain that environment for our babies, so touching with little hands can potentially spread germs. Also, young curious hands aren't aware of the fragility or cost of things that look fun to play with, so unfortunately if there is breakage to any item, you will be billed for the full replacement value and must be paid at time of breakage. Failure to do so will delay the release of your session's photos and you may risk forfeiting your session fee and photos.

Lastly, to maintain a clean and healthy environment, snacks and drinks are not allowed in the shooting areas and allowed in the waiting room only during specified times. Please save snacks for breaks or for the end of the session as most children will want to keep the pretzel bag or cheerio cup and it will wind up appearing in your photographs.

CAPTURED BY RENEE STUDIO POLICIES

Session Times

Session times are approximate but do follow some important guidelines.

For Newborn Sessions: Newborn sessions can take anywhere from 1 1/2 to 3 hours, depending on the baby. Babies are not rushed during sessions and I follow their timeline and rhythm to ensure they are happy, comfortable and unaware. Should a newborn (very rare, but does happen) fail to settle after 3 hours, we will discuss if a rescheduling needs to take place. If a rescheduling is required, a 50% session fee will be due.

For Child and Family Sessions: Child and family sessions range between 45 minutes to an hour and a half, depending on your children. Some children can get through an entire session quickly while others require some acclimation and breaks to feel comfortable. Extensions of session time can be added at time of session and is an additional \$75 per half hour. Additionally, if a child (3 months and up) is upset and cannot fully settle within a reasonable amount of time (typically a half hour or so), we will discuss rescheduling. While this is a very rare occurrence, it is not fair to a child who is feeling unsettled and upset to force them to pose and be 'on'. A 50% rescheduling fee will apply to all reshoots.

Image Count and Pose Guarantee

Unless otherwise noted, most sessions will produce 20 final retouched images from the session. Although our goal is to ensure that your child is happy, comfortable and enjoys their session, regarding child and family sessions, due to the unpredictable nature of children, Captured By Renee photography cannot guarantee a final image count or guarantee poses. Additionally, if a child (3 months and up) is upset and cannot fully settle within a reasonable amount of time (typically a half hour or so), we will discuss rescheduling. While this is a very rare occurrence, it is not fair to a child who is feeling unsettled and upset to force them to pose and be 'on'. A 50% rescheduling fee will apply to all reshoots.

Lastly, your final image set is selected from the very best of each scene and theme and is at the discretion of the photographer. Discarded files, RAW files, unedited files etc. will not be made available.

Editing Policy

All session include medium level retouching, meaning marks, blemishes, stretch marks, skin flaking and acne etc. are significantly reduced or completely removed, depending the area of the body. Skin tones are evened out, skin is smoothed and evened and you are made to look your best without the 'air brush' look. Any additional retouching (i.e. tattoo removal, glasses removal or glass glare removal, fixing or changing hair, body modifications including but not limited to slimming, additional acne or blemish modifications and head swaps are billed at \$15 per photo, per instance.

The undersigned acknowledges that they have read and understand the above policies and procedures as outlined by Captured By Renee photography studio.

x _____
(print name)

x _____
(signature and date)