

Everglades Marine Boat Rental, LLC

Photo Release

This release (this "Release") is made to allow Everglades Marine Boat Rental, LLC [hereinafter collectively referred to as "EMBR"], to include pictures of me in its advertising mediums whether it be TV, website, print and any and all advertising mediums. I am giving this Release in consideration for being in EMBR advertising. I recognize that my signature on this Release is a condition of allowing me to be shown in its advertising. I agree that EMBR may tape and photograph me and record my voice and conversation including quotes, paraphrases and sounds, for use in and in connection with the advertising. I also understand and agree that the Programming is a non-guild production and there will be no residual or any other type of payment due in connection with the photographs.

I agree that you shall be the exclusive owner of all copyright and other rights in and to the advertising and pictures used in the advertising and will be able to use them forever and throughout the world, and to license others to use them, in any manner you wish and in any and all media now known or hereafter discovered or developed.

I further irrevocably agree that you may use and license others to use the pictures or excerpts therefrom, and my name, voice, likeness and any biographical facts which may have been provided to you and in any related or derivative versions and/or uses of the pictures including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof, and in the advertising, marketing and promotion of EMBR, Naples Bay Resort or affiliated companies in all mediums and/or media, including but not limited to merchandising of EMBR, its related products. I confirm that, to the best of my knowledge, any statements made by me during the Photography session / performance will be true and will not violate or infringe upon any third party's rights.

I hereby agree not to sue, and I hereby irrevocably and unconditionally release, waive and forever discharge, EMBR, its past, present and future parents, subsidiaries [whether or not wholly-owned], affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually [hereinafter collectively referred to as "Releasees"], from any and all manner of liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now have, or in the future may have against the Releasees, including but not limited to claims arising out of or related to the uses described herein, the Event, the Programming, the Performance, and/or my decision to perform the Event and any and all photographs. I further agree that I shall be liable for any attorneys' fees and costs incurred by EMBR in connection with any claim or lawsuit brought in violation of this Release. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the photographs. EMBR may transfer and assign this Release or all or any of its rights or privileges hereunder to any entity or individual without restriction.

Initial: _____

This Release shall be binding on all of my successors-in-interest and heirs. This Release sets forth the entire agreement between us with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Release shall be governed by the laws of the State Florida. The parties hereto agree to submit to jurisdiction in the State of Florida.

SIGNATURE: _____ Date _____

(PRINT) NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

(If not below 18 years of age do not use bottom)

FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Parent or Guardian _____ Email _____

Date _____