

**Color Outside the Lines 2020 Contest
John Paul Mitchell Systems**

Model & Photographer Release

Date:

Model / Photographer Name and Address:

Submitted in support of the Entry of
The below named Entrant

For good and valuable consideration in the form of having photos of me submitted in the “Color Outside the Lines 2020” Contest (“Promotion”) sponsored by John Paul Mitchell Systems (“JPMS”) or having photographs that I took featured in the Promotion, the receipt and sufficiency of which I acknowledge.

1. **Model Likeness.** I hereby consent to and authorize, JPMS, Instagram, and anyone authorized by JPMS or Instagram, to use my name, likeness, biographical data photographs of me (collectively, “Likeness”) that were submitted by the above-named Entrant to support the Entrant’s Promotion Entry, that were taken of me, and any reproductions, impressions, portrayal or simulations of such Likeness (collectively or singly “my Images”), together with such other images, products, places and/or things, or persons, or events as may be utilized with such photographs by JPMS, its affiliates or assigns in their sole discretion, for any lawful purpose. Such purpose includes, but is not limited to, advertising, publicity, trade and promotion, in print, broadcast, internet, social media, packaging exhibition or trade shows, or in store or sales material and other media now existing or later developed for promoting JPMS, its products, promotions, and/or events, or services and its distributors, affiliates, schools or other operations, or assigns and to publicize and promote the Promotion and future contests or events, of JPMS or its affiliates or distributors, or assigns and any third parties authorized by the JPMS for any lawful purposes in any current or future media of advertising, publicity, promotion, and the trade throughout the world, and in perpetuity, without any further compensation to me.

2. **Assignment.** I took the photographs used in support of the Entrant’s Entry in the Promotion (“Photos”). For good and valuable consideration in the form of having my Photos submitted in the Promotion, the receipt and sufficiency of which I hereby acknowledge, I the undersigned represent and warrant that I shot all the Photos and I hereby assign to JPMS all right title and interest in and to all of the Photos including all worldwide copyrights and rights of copyright and such other intellectual property rights as may be available worldwide on the Photos

including, without limitation, to rights of droit moral. I agree to cooperate and execute any such documents as may reasonably be required to obtain and maintain any and all forms of intellectual property rights as may be available in or on the Photos worldwide. I specifically grant JPMS the unlimited right to use the Photos or portions thereof in all forms of media and advertising now known or later developed, in whole or in part, including the exclusive rights to fix, copy, reproduce, adapt, edit, in any and all manners, of media or methods now known or later devised, and any and all works derived from the Photos. I hereby forever waive and relinquish all so-called “moral rights (droits moral)” now or hereafter recognized.

3. **No Right of Review or Approval.** I agree I shall no right to review or approve the use of any of my Images or the Photos for any of the foregoing uses or media and I shall not be entitled to any notice as to the use thereof. I agree that the Photos, and any videos, simulations, sound recordings and my Likenesses and my Images and the negatives and any reproductions thereof shall constitute JPMS’s sole property, with full right of disposition in any manner whatsoever and any lawful mode of product advertising, publicity and or promotion or to the trade now existing or existing in the future anywhere in the world or in perpetuity. I acknowledge that JPMS is not obligated to use the Photos.

4. **Release Irrevocable.** I hereby declare the rights of use granted in this Release to be irrevocable; and I hereby release and forever discharge JPMS or anyone authorized by JPMS from any and all claims and or liability whatsoever in connection with the use of my Images and or Likenesses and the reproduction thereof as aforesaid.

5. **Governing Law.** The provisions hereof shall be interpreted in accordance with the internal laws of the State of California (without regard to conflict of laws provisions).

6. **Age of Majority.** I represent and warrant that I am either over the age of majority which in my state, territory or province of residence is ____ years of age or if not that I have had this release cosigned by my parent or legal guardian.

Signature of Model / Photographer

I represent that I am the parent or guardian of _____, the above-named model. For value received, I hereby consent to the foregoing on his or her behalf.

Date: _____

Signature of Parent or Legal
Guardian