



PHOTO RELEASE

Subject Name: _____ **(Please Print)**

Subject hereby grants United States Conference of Catholic Bishops (“USCCB”) the exclusive right to use the photograph(s) (“the Photo”) depicting Subject, for inclusion in written, audio, audio-visual and digital materials on the subject of, and any ancillary use or derivative works, and for all merchandising purposes. Subject acknowledges that the depiction of him/her in the Photo may be duplicated and distributed in any and all manner and in any media throughout the world in perpetuity.

Subject grants USCCB the exclusive right, license and privilege to utilize his/her likeness, and visual representations in the Photo in connection with Company’s work and with the manufacture, advertising, distribution and sale of any of USCCB’s products. Such granted rights include, but are not limited to, the unconditional and exclusive right throughout the world to use, simulate and portray Subject’s likeness, personal identification and personal experiences, incidents, situations and events which heretofore occurred or hereafter occur (in whole or in part) in any and all other media of any nature whatsoever, whether now known or hereafter devised, including but not limited to the right to blur, distort, alter, use in composite form or process to create a finished product. Subject agrees that USCCB may elect to refrain from using Subject’s real name and may use a pseudonym.

Subject agrees, and grants to USCCB the unlimited right to vary, change, alter, modify, add to and/or delete from his/her depiction in the Photo, and to rearrange and/or transpose his/her depiction, and to use a portion or portions of his/her depiction or character together with any other literary, dramatic or other material of any kind.

Subject hereby releases and discharges USCCB, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that it may have or may from now on for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of the rights granted under this agreement, unless Subject can prove that USCCB’s use of the Photo was maliciously published solely for the purpose of subjecting the Subject to conspicuous scandal.

Subject warrants and represents that Subject possesses all rights necessary for the grant of this license, and will indemnify and hold USCCB, its licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of a breach of the foregoing warranty.

Subject has not committed or omitted to perform any act by which the rights granted herein could or will be encumbered, diminished or impaired. Subject further represents and warrants that no attempt shall be made from now on to encumber, diminish or impair any of the rights granted herein and that all appropriate protection of such rights will continue to be maintained by Subject.

All rights, licenses and privileges herein granted to USCCB are irrevocable and not subject to rescission, restraint or injunction under any circumstances.

Nothing herein shall be construed to obligate USCCB to produce, distribute or use any of the rights granted herein, or the Photo.

This agreement shall be construed according to the laws of the District of Columbia applicable to agreements which are executed and fully performed within the District of Columbia.

This agreement contains the entire understanding of the parties relating to the Photo and its use, and this agreement cannot be changed except by written agreement executed by the party to be bound.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of

_____, _____.
Date Year

(Signature of Subject)

(United States Conference of Catholic Bishops)