

RELEASE FORM

Date: _____, 2008

Avril Lavigne ("Artist")

Appearance at: _____ on _____, 2008 ("Performance")

I, _____ ("Photographer"), in consideration for being granted permission to shoot, record, film and reproduce photographs, film, videotape, or other similar contrivances, as the case may be, of Artist (herein defined as the "Work/Works/Work(s)") as specifically described herein agree as follows.

1. All Works shoot and recorded by Photographer at the Performance shall only be reproduced as specifically described hereinbelow:

Describe the use here: _____

Name of the newspaper or outlet: _____

Limitations: Still photographs- first 2 songs only and no flash devices

Film, videotape, moving pictures- first song only, no flash devices, no audio feed, no live feed

1. Photographer shall not exploit, utilize, disseminate, distribute or otherwise deal with the Works (herein "Exploitation/Exploited") in any manner or through any means whatsoever, for gain or otherwise, except as specifically set out herein.

2. Photographer shall not assign Photographer's rights hereunder in whole or in part, except with the prior written approval by Artist. Any unauthorized assignment shall be null and void. Notwithstanding the foregoing it is acknowledged by the Artist that the Photographer may need to assign its rights hereunder to a newspaper or other similar media outlet ("Outlets") as specifically described in paragraph 1 above for the sole purpose of reproducing the Works. This Agreement shall only grant Photographer rights to reproduce the Works in newspapers or outlets as set out above, unless otherwise specifically stated above in paragraph 1. Any other use of the Works is hereby specifically prohibited (for example, assignment of any rights to third parties other than those described above). All Works not published shall be immediately destroyed by Photographer and upon the request of Artist, Photographer shall submit written proof thereof in the form of a Statutory Declaration. No Works shall be reproduced or published after first usage without Artist's prior written approval.

3. Any Outlet which is assigned rights for the purposes described herein shall be provided with a copy of this Release and shall be made aware that no assignment rights other than those described herein shall be granted to the Outlet or Photographer. Any third party processing facility or similar such parties ("Outsourcer") utilized by Photographer or Outlet shall be provided with a copy of this Release and shall be made aware that no assignment rights other than those described herein shall be granted to the Outsourcer or Photographer. Any such Outlet or Outsourcer shall execute a release form in substantively the same form as this Release Form.

4. Artist shall receive at no charge one (1) eleven inch by fourteen inch (11" x 14") print of each Work published within seven (7) days of said publication to be delivered to Artist at Netzwerk Management, 1545 Wilcox Avenue, Suite 200 Hollywood, CA 90028, Attention: Tina Kennedy.

5. Photographer shall when rendering his/her services hereunder observe Artist's requests and needs and in particular such services shall be rendered in a manner to least intrude upon Artist's privacy and performance. No flash devices shall be used.

6. Photographer shall be held strictly liable for any breach of this Release Form whether by Photographer, Photographer's assistants, associates, employees or the like, Outlet or Outsourcer.

7. This agreement shall be governed and construed at Artist's choice in accordance with the federal laws of the United States of America or the laws of the State of California, as applicable, and Photographer consents to the exclusive jurisdiction of the state and federal courts located in the State of California for any dispute arising out of this Agreement. Photographer agrees that in the event of any breach or threatened breach by Photographer, Artist may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Artist against any such breach or threatened breach including injunctive relief.

8. This Agreement will inure to the benefit of and be binding upon Photographer, my respective heirs, executors, administrators, successors, assistants, employees, associates, assigns, engagers, directors and officers (and any company under which Photographer may carry on business in whole or in part).

9. The waiver by Artist of any breach by Photographer under this Agreement shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement by Artist.

10. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Read, understood and consented to by:

Signature of Photographer:

Print Name

Here → _____ Address/ phone number:

