

## ASSIGNMENT AND RELEASE-PHOTOGRAPHS

This assignment applies to all photographs taken by Racine Family Club, Inc. (RFC) as described below. As used in this assignment the term "Photographs" means a picture of likeness obtained by photography, whether by traditional means or digital formats.

I, \_\_\_\_\_, do hereby forever assign and transfer unto RFC any and all rights of every kind relating to photographs taken of my person and of my minor children, at the direction of RFC, or its members, whether I am photographed alone or with other persons in any setting. This shall also apply to photos uploaded to RFC's group on www.flickr.com (as well as any subsequent or additional internet image hosting sites utilized by RFC) and made available for "public view." I expressly consent to the commercial or non commercial publication of such photographs by RFC.

Further, I understand that by execution of this assignment, I am relinquishing all my rights to such photographs and to any compensation for publication. I also understand that RFC shall be the sole owner and possess all rights associated therewith, including the right to publish same in any medium, including, but not limited to, reproduction of same, newspapers, video, marketing material, E-mail and the Internet or World Wide Web. I understand and agree that by execution hereof, I lose any and all rights to sell such photographs to any other person. This assignment and transfer to RFC includes my right, if any, to copyright such photographs and to enjoy all rights provided to copyright holders.

Further, I do hereby release and forever discharge RFC and its agents, consultants, employees, and assigns and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all liability for the ownership, publication and use of such photographs. RFC shall not be liable for the unauthorized use of photographs taken from RFC publications, website or internet hosting site.

Execution of this Assignment-Release is completely voluntary and not signing it shall not affect the club member's status in RFC. The Assignment-Release may be revoked, in writing, at anytime by the club member. However, a revocation applies to future photographs, not photographs previously utilized by RFC, which shall still be bound by this agreement. Additionally, uploading pictures to RFC's group on www.flickr.com (as well as any subsequent or additional internet hosting sites utilized by RFC) is completely voluntary and pictures may be removed from the website at anytime by the club member.

This agreement shall be governed and interpreted by the laws of the state of Wisconsin.

I do not retain the right to view or approve such photographs prior to publication by RFC, as this assignment applies to all photographs taken within the terms hereof.

EXECUTED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Assignor's Name:

Signature: \_\_\_\_\_