



## Model Release & Waiver of Liability

(This form **MUST** be filled out and signed **before** your session will take place.  
Please read through it carefully. )

**MODEL RELEASE:** The undersigned hereby grants HERAKOVIC PHOTOGRAPHY ("HRKVC") the absolute and irrevocable right and permission, in respect to the photographs, recordings, or any other media (hereinafter collectively known as "Images") that HRKVC has taken of me or my property, or minors in my care, or in which I may be included with others, to copyright the same, in HRKVC's own name, to use, re-use, publish, re-publish, post, display, in printed form, or in any and all social media now and for any legitimate purpose whatsoever. You hereby grant to HRKVC the right to use and publish images and photographs taken at your photography session to further promote its service, including portfolio, print, web site, display, advertisement, and editorial use. HRKVC agrees to limit the use of these images and photographs to promotional use only. HRKVC may revoke this license at any time and for any reason. HRKVC retains all copyrights to the images and derivative works thereof. HRKVC agrees to only use initials of baby/child/children, and will leave any Social Media "tagging" up to the parents.

**COPYRIGHT AND REPRODUCTION** The client agrees that all copyrights and/or intellectual property rights for all photographs taken at the session shall be held exclusively by Herakovic Photography. The client will receive images via online gallery, and may print at their discretion as well as purchase professional prints and items from the photographer. The client may also post images online and to social media (i.e. Facebook, Instagram, etc.) but must note Herakovic Photography as the photographer and include a tag where feasible. The client is encouraged to back up their images upon receiving them. Your purchase of the original files releases HRKVC from any liability due to loss or damage of the images, and also releases HRKVC from any obligation to maintain copies of any digital file, image, or photograph.

The client may not sell, EDIT, distribute or take credit for any of the photos taken by Herakovic Photography. HRKVC highly recommends that photographs be printed only through a professional printing lab. If client prefers to print through a low quality printer, HRKVC is not responsible for client being displeased with those printed products. (Ie: Walmart, Costco, Zehrs etc)

**WAIVER OF LIABILITY RELEASE** By agreeing to a photography session with Herakovic Photography, I am hereby waiving, releasing, and discharging Herakovic Photography and all its affiliates, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me or my family including my traveling to and from this event. HRKVC is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release photographer from any claims against their person or their business. Client swears that each person is participating voluntarily in the said photography session and forfeit all right to bring a suit against Danielle Herakovic and Herakovic Photography for **any** reason.

You understand that you are granting HRKVC the right to use and publish images and photographs taken at your photography session to further promote its service, including portfolio, print, web site, display, advertisement, and editorial use.

\*Initials \_\_\_\_\_

I have read through and understand the terms of this copyright and liability release with Herakovic Photography.

\*Initials \_\_\_\_\_

By dating & signing my name below, I understand that I am in full agreement with these terms.

Date & Signature: \_\_\_\_\_