

Model Photographic Release and Authorization

Patient Name: _____ Date: _____

I, _____, (“**Participant**”) and Mabrie Facial Cosmetic, Inc., (“**MFCI**”) hereby enter into this Model Photographic Release and Authorization (“**Release and Authorization**”) pursuant to the below terms. Participant and MFCI are hereby referred to as the “**Parties**”.

Participant acknowledges and agrees that as part of the Mabrie Facial Model Program (the “**Model Program**”), in which Participant has enrolled concurrently herewith, and in exchange for the benefits derived therefrom, which valuable consideration is acknowledged, Participant hereby authorizes MFCI to use Participant’s before/interim and after photographs, images, videos, electronic images and/or likenesses however captured and however and wherever used or published in any medium (the “**Images**”), in any way and in any form and further acknowledges, understands, agrees and authorizes the following:

1. This Release and Authorization is unmodifiable in all respects: Any changes, modifications, and/or edits to any section of this Release and Authorization shall nullify my right to participate in the Model Program as a whole and result in my immediate disqualification therefrom.
2. Participant’s consent and execution of this Release and Authorization is made without limitation or restriction and is made as a prerequisite to entry into the Model Program: There are no restrictions on the use of any of Participant’s Images by MFCI, and any modification of Participant’s consent shall immediately subject Participant to treatment pricing for all services rendered at non-discounted client rates unless agreed upon in writing by MFCI.
3. Participant has no rights to compensation: Participant is not entitled to any compensation or royalties (other than a discount on services as set forth in the terms of the Mabrie Facial Model Program Patient Model Agreement, which Participant acknowledges constitute valuable consideration for this Release and Authorization), past, present or future with respect to MFCI’s use and/or reproduction of the Images.
4. The Images will be captured at all stages of the treatment process: The Images will be captured throughout the entirety of Participant’s participation in the Model Program and may be used at any time and in any phase of treatment by MFCI at its sole election and in its sole discretion. No further approval by Participant of the use of the Images is required.
5. The Images are the sole property of MFCI, may be used without restriction of any kind and will not be returned to Participant.
6. MFCI has no obligation to use or publish any of the Images: Any and all of the Images may be reproduced, changed, edited, modified, enhanced, cropped, or otherwise altered and/or reproduced, for use and/or publication by MFCI only in any print, visual or electronic media for the purposes of marketing, advertising, and informing the general public and the medical profession about available services, and the benefits, methods and advances in cosmetic enhancements, modifications and surgery. The Images, whenever and wherever used or published in any form are the property of MFCI in perpetuity and without use restrictions of any kind.
7. The formal identity/name of Participant will not be purposefully disclosed by MFCI: However, Participant fully understands that in some circumstances, the Images and any media or publication in which they appear may display features that make Participant recognizable and identifiable, and MFCI is not and shall not be liable therefore.
8. Entry into the Modeling Program requires Participant’s authorization to the release and use of the Images: Participant’s future revocation of authorization to the use or publication of the Images will immediately subject Participant, retroactively, to the current non-discounted client rates and pricing for any and all treatment. This Release and Authorization shall apply to all Images used or published prior

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to revocation and no duty to rescind publication or use shall apply to MFCI. The terms of this Release and authorization shall apply and remain in full force and effect notwithstanding any voluntary or involuntary withdrawal from the Model Program.

9. Participant is bound by this applicable Release, Indemnity and Hold Harmless Provisions: Participant agrees to defend, indemnify, hold harmless, release and forever discharge MFCI and its physicians, physician assistants, nurses, clinicians, injectors, employees, vendors, photographers, the Mabrie Facial Institute and all others working for and under the direction of MFCI, MFCI's affiliates, predecessors, successors, and assigns, officers, employees, vendors, representatives, partners, agents, consultants and anyone claiming through them in their individual and/or corporate capacities (the "MFCI Parties") of and from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, and causes of action of any nature or kind, known and unknown, which Participant or anyone claiming on behalf of Participant may have or claim now or in the future to have against the MFCI Parties in connection with the terms of this Release and Authorization and the Mabrie Facial Model Program Patient Model Agreement, and the services and treatment performed thereunder, to the fullest extent permitted by law. This Release is and shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, officers, agents, employees, representatives, executors, trustees, affiliates, partners, predecessors, successors, and assigns.
10. Participant has full authority to consent to MFCI's use and publication of the Images and no other consent or signatures are required,
11. If any provisions of this Release and Authorization are found and held to be invalid or unenforceable, any such finding it shall not affect the validity or enforceability of any other provisions of this Release and Authorization, which provisions shall remain in full force and effect.
12. This Release and Authorization, the Model Program Agreement and all consent forms signed by Participant in connection with services rendered, constitute the entire agreement between the Parties and supersede any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Release and Authorization, the Model Program and/or the services rendered.
13. This Release and Authorization may not be altered, amended or modified, except by a writing signed by both Parties.
14. The terms of this Release shall be governed by and construed solely in accordance with the laws of the State of California, and the sole venue for any dispute shall be San Francisco, California.

I have carefully read the above and I fully understand all of the above terms and provisions of this Release and Authorization. I have had the opportunity to ask questions about the use of my Images and the terms of this Release and Authorization and the terms of the Model Program, and those questions have been answered in a fully satisfactory manner. I freely, knowingly, and voluntarily enter into this Release and Authorization, and authorize and consent to the unrestricted use of my Images and all other terms set forth above.

Patient Signature

Date

MFCI Witness Signature / Initial

Date