

JONES SODA CO.
MODEL RELEASE AGREEMENT

Please print out the following , complete it Model Release Agreement (“Agreement”) accurately, sign it and fax, email, or mail it to Jones Soda Co. as noted below. I understand and agree that my likeness may not be used without a signed and completed Agreement.

Jones Soda Co.
Model Release Agreement
66 S. Hanford St.
Suite 150
Seattle, WA 98134
Fax: (206)624-6857
Email: reception@jonessoda.com

I hereby grant Jones Soda Co., its authorized representatives, licensees, agents, successors, and assigns (collectively, “Jones”) an irrevocable and perpetual right and license to use my likeness in the enclosed photograph(s) now or at any time in the future, throughout the world in any manner and for any purpose that Jones chooses, including, without limitation, for commercial or charitable purposes, and in any medium now known or later developed. Jones, at its discretion, may license these photos to the general public via a third-party service provider and plans to donate any proceeds earned by Jones to charitable organizations of its choosing. This includes, without limitation, the right to modify my likeness and include or combine with other images, text or graphics in Jones' sole discretion, and also any use in conjunction with any sales, advertising, promotion, marketing or packaging of any product or service. I agree that there are to be no fees, commissions, royalties, or any other consideration, financial or otherwise, paid or owing to me, now or in the future, for provision of or the use of my likeness or otherwise arising under this Agreement. I acknowledge that Jones is under no obligation to use my likeness and I waive any right to inspect or approve any use of my likeness. I understand and agree that I may not revoke or terminate this license and grant of rights or revoke my consent to the undertakings I am making under this Agreement.

I warrant that I have the exclusive right and authority to grant the rights and licenses granted herein to use my likeness.

I release, waive, discharge, and agree to hold Jones and all persons acting under Jones' permission or authority harmless from (and covenant not to sue any of them for) any liabilities or claims arising from or related to use or non-use of my likeness or in any subsequent processing of the same, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy or any other claim or cause of action, based upon or relating to my likeness or the exercise of any of the rights or licenses granted herein.

I agree this Agreement shall be governed by the internal laws of the State of Washington, excluding its conflict of law provisions, and I hereby agree that I will bring any disputes I may have hereunder (if any) with Jones or any third party exclusively in the state and federal courts located in King County in the State of Washington. I hereby waive any right to seek injunctive or other equitable relief. I will have neither the right to rescind or terminate this Agreement or any of Jones's rights hereunder nor seek to enjoin Jones or any third party from use of my likeness.

I agree this Agreement constitutes our entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by me and Jones Soda Co.

I agree this Agreement shall be binding upon me and my heirs, legal representatives, and assigns.

I warrant that (i) I am over the age of majority and have the right to contract in my own name; if not, my parent or guardian is doing so on my behalf and consents to the terms of this Agreement and may not revoke such consent, and (ii) I (or my parent or guardian) have read this Agreement prior to its signing, and confirm that this Agreement is legally binding.

Please PRINT the following information. Be sure to include your signature at the bottom.

Name _____

Address _____

City _____

State _____ Zip _____

Email Address _____

Telephone _____

Gallery Photo # (if applicable) _____

Photographer's Name _____

Description of Photo _____

Signature _____ Date _____

CONSENT OF PARENT OR GUARDIAN (if under 18)

I have read the foregoing Agreement and hereby consent to the execution thereof and I will not revoke my consent.

Parent/Guardian Name (please print) _____

Signature _____ Date _____