

**PHOTOGRAPH/VIDEO RELEASE**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant to Kirshenbaum Bond Senecal + Partners, LLC acting as agent for **BMW of North America, LLC** and their respective subsidiaries, nominees, affiliates, successors and assigns or those for whom they are acting (the "Licensed Parties") the right and permission to use and/or publish the photograph/video of my car taken by me which is described below (a copy of which is hereto) (collectively, "Photograph/Video"), in whole or in part, and any materials based thereon or derived there from, together with any fictional material, for any legal purpose in any and all media (whether now known or hereafter devised) in perpetuity.

I understand that it is my responsibility to submit a signed Release(s) (provided by Licensed Parties) along with the Photograph/Video submission for any person appearing in or who may have helped create the Photograph/Video (or parent/legal guardian if person is a minor) or for any material or elements in the Photograph/Video that are not owned by me (with the exception of any BMW trademarks or logos). I represent and warrant that (i) the Photograph/Video does not contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses or materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; (ii) the Photograph/Video does not contain copyrighted materials owned by others (including photographs, music, sculptures, paintings, and other works of art, audio or audio-visual materials, or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary; and (iii) the vehicle(s) depicted in the Photograph/Video is a BMW brand vehicle (and to the extent I indicate that such vehicle(s) is any particular BMW model, make, year or other identifying characteristic, such information is accurate).

I hereby waive any right to inspect and approve the materials produced hereunder, their use, or such copy or other materials as may be used in connection therewith. I understand that nothing herein shall obligate the Licensed Parties to make any use of the materials produced hereunder or the rights granted herein. I hereby release, discharge and agree to hold harmless the Licensed Parties from any and all claims (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity and third party infringement) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or use in any composite form, of the Photograph/Video.

I acknowledge that I may be exposed to and furnished with certain information, relating to Licensed Parties' plans for certain productions and businesses, which are confidential. I shall not disclose, publish, release, transfer or otherwise make available any of said confidential information, material or data or any information relating to Licensed Parties that is confidential or proprietary in nature. I acknowledge that Licensed Parties believe any unauthorized use of such confidential and/or proprietary information could be detrimental or damaging to them and accordingly any breach or violation of this agreement by me may be difficult to calculate in pecuniary damages, therefore Licensed Parties may avail themselves of injunctive relief, specific performance or other equitable relief under this agreement, and such remedies shall be cumulative of and in addition to, any other remedies available at law or in equity.

I represent and warrant that I am over 18 years of age (or if under 18, my parent or legal guardian will sign below to signify agreement to the terms and conditions of this agreement). I also represent and warrant that I have the right to enter into this agreement and have no conflicting commitments or obligations that would interfere with my ability to grant the rights herein. This agreement contains the entire understanding between the parties with respect to the subject matter hereof, supercedes all prior agreements with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by both parties.

I have read the contents of the foregoing, fully understand and agree to the contents thereof. I am over the age of 18:

Name (please print): \_\_\_\_\_

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

Photographer/Videographer Address/Phone Number: \_\_\_\_\_

If under the age of 18, the parent or legal guardian of the Minor must sign below:

I, the parent and/or legal guardian of \_\_\_\_\_ do hereby consent and grant my permission to all of the foregoing.

Parent and/or legal guardian name: \_\_\_\_\_

Parent and/or legal guardian signature: \_\_\_\_\_

Description of the Photograph/Video include the following: Car model/year and/or VIN number and Location/Year photo was taken: \_\_\_\_\_