



PROJECT IMAGE RELEASE FORM

This Photo Release Form (this "Release") is made by and between: _____ ("Releasor") and Nicolia Industries located at 640 Muncy Avenue, Lindenhurst , NY 11757 ("Releasee").

A. Releasor hereby consents and authorizes Releasee to use images provided by Releasor in a photograph, video or other digital media (the "Media") in any and all of Releasee's publications, including print or web-based publications.

B. Releasor irrevocably authorizes Releasee to copy, edit, enhance, crop, or otherwise alter any Photo for use in Releasee's publications. Releasor also waives any rights for approval or inspection of any Photos used in Releasee's publications.

C. Releasor grants an unrestrictable license for unlimited usage and derivative works thereof. Further Releasor assures Releasee that all third per party permissions have been secured in releasing said Media to the Releasee..

D. Releasor acknowledges that this Release has been entered into voluntarily, and Releasor is not entitled to any compensation or royalties with respect to Releasee's use of the Media.

E. Releasor agrees to release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which Releasor, and anyone claiming on behalf of Releasor, and anyone claiming on behalf of Releasor, may have or claim to have against Releasee in connection with this Release.

F. This Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representativeness, executors, successors and assigns. Releasor has the authority to consent to the use and publication of the Photos. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed accordance with the laws of the State of New York.

G. Releasor represents it has carefully read and fully understands all the provisions of this Release and is freely, knowingly, and voluntarily entering into this Release.

RELEASOR NAME (PRINT)

NICOLIA INDUSTRIES /RELEASEE NAME (PRINT)

RELEASOR NAME (SIGNATURE)

RELEASEE NAME SIGNATURE

DATE

DATE