



MODEL WAIVER AND RELEASE

1. CONSENT TO PHOTOGRAPH

- 1.1 This Deed Poll (referred to as this **Deed**) is entered into Sapiente Group Pty. Ltd. ABN 37 615 343 103 trading as the International Academy of Musical Arts (referred to as the **International Academy of Musical Arts**, “**we**”, “**us**” or “**our**”) and you (referred to as the **Model**).
- 1.2 The Model grants the International Academy of Musical Arts permission to photograph, video or otherwise record the Model or the Model’s image, voice or musical performance and grants permission for the International Academy of Musical Arts to use the resulting photographs or recordings produced by the International Academy of Musical Arts (**Media**) in accordance with this Deed.

2. RELEASE AND INDEMNITY

- 2.1 The Model understands and accepts all the risks and hereby indemnifies, forever discharges and voluntarily releases the International Academy of Musical Arts and its contractors, agents and employees and any person directly and indirectly associated with the International Academy of Musical Arts, against all liability (including liability for its negligence and the negligence of others), claims, demands and proceedings arising out of or connected with the Model’s participation in Media being captured.

3. WARRANTIES

- 3.1 The Model warrants that the signing of this Deed will not cause the Model to be in breach of any obligations to any third party.

4. INTELLECTUAL PROPERTY

- 4.1 The Model agrees and acknowledges that all copyright in the Media, including the right of reproduction wholly or in part, belongs to the International Academy of Musical Arts absolutely.

5. USE OF THE PHOTOGRAPHS BY THE PHOTOGRAPHER

- 5.1 The Model agrees and acknowledges that the International Academy of Musical Arts has the exclusive right to reproduce and authorise reproductions of the Media for the purposes of display on the International Academy of Musical Arts’ website, in social media, and in print and online advertising without further payment to the Model.

6. GENERAL CLAUSES

- 6.1 **Amendment:** This Deed may only be amended by written agreement between the parties.
- 6.2 **Entire Deed:** This Deed constitutes the entire agreement between the parties and supersedes all prior agreements, representations, negotiations and correspondence.
- 6.3 **Governing law:** This Deed will be governed by and construed in accordance with the laws for the time being in force in the State of Victoria. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.
- 6.4 **Severability:** If any part of this Deed is found to be invalid or of no force or effect under any applicable laws, executive orders or regulations of any government authority having jurisdiction, this Deed will be construed as though such part had not been inserted herein and the remainder of this Deed will retain its full force and effect.
- 6.5 **Waiver:** No waiver by either party of any provisions of this Deed will amount to a waiver of any other provision of this Deed unless made in writing and signed by the party against whom the waiver would have been enforced.