



MEDIA RELEASE FORM

I, _____, grant permission to Montaluce Winery & Restaurant to use my image (photographs and/or video) for use in Media publications including Videos, Email Blasts, Brochures, Newsletters, Magazines, General Publications, Website and/or Social Media.

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I hereby agree to use any photographs and/or videos made on/with Montaluce Property in a legal and responsible manor, and I hereby release Montaluce Winery & Restaurant from any responsibility or culpability based on my use of said media.

I hereby agree to tag @MontaluceWinery and @Weddings_at_Montaluce as well as mark Montaluce Winery & Restaurant as the location for any social media content that I create in lieu of paying for using Montaluce Winery & Restaurant for my photo session.

Please **initial** the paragraph below which is applicable to your present situation:

_____ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

_____ - I am the parent or legal guardian of the below named child. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Signature: _____ Date: _____

Name (please print): _____

Phone Number: _____

Address: _____

Signature of parent or legal guardian (if under 18): _____

Accident Waiver and Release of Liability

I, _____, am aware that any photography session at Montaluce involves certain risks, including but not limited to traveling to and from the site of the activity, physical exertion, and outdoor exposure. I acknowledge that participating in a photography session, particularly outdoors, may present physical risks and hazards. I am voluntarily participating in this session with full knowledge of the potential risks and dangers involved. I hereby agree to accept any and all risks of property damage or personal injury. These risks include, but are not limited to, those caused by uneven terrain, facilities, temperature, weather, lack of hydration, my physical condition, equipment, and potential contact with wildlife or insects. I acknowledge that no representation has been made regarding the condition or safety of the premises. I will only engage in this session upon my own determination that I am physically capable of safely participating.

I understand that this session may occur at a location that is remote from medical assistance and agree to proceed despite the possible absence of immediate medical care. In the event of an injury or illness during the session, I authorize Montaluce Management, LLC and affiliates to exercise discretion in arranging for my transport to a medical facility, and I accept full responsibility for this action.

In consideration of my participation and other good and valuable consideration, I hereby release Montaluce Management, LLC and its affiliates, owners, agents, employees, successors, and assigns from all liabilities, claims, demands, costs, losses, and expenses related to any damage or injury I may incur. This release includes, but is not limited to, claims for negligence, property damage, personal injury, or wrongful death arising from my participation in this photography session or any related activities. I understand that this waiver includes any claims my heirs, personal representatives, successors, or assigns may have.

I have read this waiver and fully understand that by signing, I am waiving certain legal rights and remedies that may otherwise be available to me.

By signing this document, I certify that I am physically fit and capable of participating in this photography session and have not been advised otherwise by a qualified medical professional.

Additionally, I consent to the use of my image(s) taken before, during, or after this session for promotional purposes.

This Photography Waiver and Release of Liability shall be construed broadly to provide a release to the fullest extent allowed by law. I further agree to reimburse Montaluce Management, LLC and affiliates for any court costs and attorney fees incurred in defending any action arising out of or related to my participation in this session or otherwise relating to this Waiver and Release of Liability.

Signature: _____ Date: _____

Name (please print): _____

Phone Number: _____

Address: _____

Emergency Contact Phone/ Relationship: _____