

MODEL CONSENT FORM
(INDIVIDUAL NAME AND LIKENESS)

1. Model (as identified below) hereby irrevocably grants to Autodesk, its affiliates, resellers, distributors, successors and assigns (collectively, “**Autodesk**”) the non-exclusive right to make audio, video, photographic, or other recordings of Model and/or artistic or computer renderings, simulations, or silhouettes including Model (collectively, the “**Renderings**”), which may use, feature or simulate Model’s name, voice, likeness, image, gestures, mannerisms, signature, written or spoken words, behaviors, biographical information, and other aspects of Model’s persona (collectively, the “**Depiction**”) and to use the Renderings and Depiction (collectively, the “**Items**”), in connection with any or all of Autodesk’s internal and/or external advertising, marketing, product, packaging, promotional and/or sales materials (collectively, “**Materials**”) on the terms described in this Consent Form (collectively, the “**Rights**”). The Rights include but are not limited to the rights to advertise, promote, publicize, reproduce, perform, display, distribute, transmit, exhibit, make derivative works of, and otherwise use (including without limitation in the form of direct endorsement) the Items, or any part or derivative thereof, alone or as part of the Materials, at no charge and for no royalty, perpetually, throughout the world, and in all media and by all means (now known or in the future created or used), without limitation, including print publications, the internet, via video or audio broadcasts, and slideshows.

2. This Consent Form does not give Autodesk ownership of the Depiction. However, to the extent Model has any rights in the Renderings, Model hereby irrevocably assigns and conveys to Autodesk all right, title, and interest Model may have in and to the Renderings, including without limitation all intellectual property rights relating thereto. Model also hereby irrevocably assigns and conveys to Autodesk all rights necessary for Autodesk to pursue any legal action against any third party arising out of or in connection with any unauthorized use of the Materials. Model agrees not to assert any claims relating to moral, publicity and other rights provided that the Items are depicted in a lawful manner. Model releases and holds harmless Autodesk and its officers, directors, employees, and agents from all claims of any nature, known or unknown, arising out of any of the Materials or the lawful exercise of any Rights, including without limitation any claims for violation of any rights of publicity or privacy or for infliction of emotional distress. Upon Autodesk’s request, Model shall cooperate with Autodesk and execute any documents necessary or appropriate to effectuate, perfect, defend, or enforce any of the Rights, including without limitation Autodesk’s ownership of the Renderings or Materials.

3. Model understands that Model will not be entitled to money or anything else for the Rights and that Autodesk may or may not put to use any Rights, in its sole discretion. Model agrees that Model’s exclusive remedy (if any) for any claim arising out of the use of any Rights will be limited to an action at law for damages; Model will not be entitled to any injunction or other equitable remedy.

4. Model represents and warrants that: (a) Model has the full right, capacity, and authority, including all publicity and intellectual property rights, needed to grant the Rights, and no third party’s consent is required; (b) exercise of the Rights will not infringe upon, violate, or conflict with any legal or contractual rights of any third party; and (c) Model is not a member of any guild or union or otherwise covered by any collective bargaining agreement. Model recognizes that Autodesk may incur substantial expense in exercising the Rights in reliance upon this Consent Form. This Consent Form shall be governed by California law, without regard to conflict-of-laws principles. All disputes arising out of this Consent Form shall be submitted, at Autodesk’s option, to the United States District Court for the Northern District of California in San Francisco or to the California State Court in San Francisco County. This Consent Form binds Model and Model’s heirs, executors, successors, and assigns.

MODEL HAS READ AND UNDERSTANDS THIS CONSENT FORM AND AGREES TO BE BOUND BY IT.



"MODEL" NAME: _____

ADDRESS: _____

SIGNATURE: _____

CITY: _____

DATE: _____

PROVINCE/STATE: _____

TELEPHONE: _____

POSTAL/ZIP: _____

E-MAIL: _____

COUNTRY: _____

If the Model is a minor child (e.g., under 18 years of age), this Consent Form must be signed by both the Model (above) and the Model's Parent or Legal Guardian on behalf of the Model (below).

I HEREBY CERTIFY AND REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE-NAMED MINOR CHILD MODEL, I AM OVER THE AGE OF MAJORITY IN MY JURISDICTION (E.G., 18 YEARS OF AGE IN MOST STATES), AND I HAVE THE CAPACITY TO EXECUTE THIS CONSENT FORM ON MY OWN BEHALF AND ON BEHALF OF THE MODEL. I ACKNOWLEDGE THAT I HAVE READ THIS CONSENT FORM AND FULLY UNDERSTAND ITS MEANING AND EFFECT, AND I HEREBY AGREE TO BE BOUND BY IT.

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____

AUTODESK REPRESENTATIVE

PRINT NAME: _____

PRINT TITLE: _____

TELEPHONE: _____ E-MAIL: _____