

AEROSMITH -- Photo Release Form

Photographer:

Publication:

Issue:

Territories:

Date of Photo Session ("Photo Date"):

Location of Photo Session:

This confirms that, subject to the terms and conditions of this Photo Release Form ("Release"), Vindaloo Music, Inc. ("Company") grants Photographer the right to use the photograph(s) of Tom Hamilton, Joey Kramer, Joe Perry, Steven Tyler and Brad Whitford, collectively professionally known as "Aerosmith" (the "Artist"), to be taken by Photographer on the Photo Date solely as part of the article featuring Artist appearing in the Issue of the Publication and only in the Territories. The Photograph(s) shall not appear in any other publication or media or in any other issue of the Publication. This Release expressly precludes any such use.

It is specifically understood and agreed that the name and/or likeness of Artist (or any individual member thereof) shall not be used in connection with the advertising or promotion of the Publication (i.e., institutional advertising as opposed to advertising of the Issue), any merchandising, publishing or commercial tie-ups, or the direct or indirect endorsement of any product or service.

Company makes no representation, warranty or agreement regarding the Photograph(s). It is specifically understood and agreed that Photographer shall obtain (or cause the Publication to obtain) all necessary third-party consents, waivers and approvals regarding the use of the Photograph(s) and shall timely pay all obligations that may become due because of using the Photograph(s).

Photographer hereby agrees to indemnify Company, Artist (and each individual member thereof), its management and other agents and representatives (the "Indemnified Parties") against any claims, losses or damages suffered by the Indemnified Parties because of any unauthorized use of the Photograph(s) or any breach by Photographer of this Release.

Photographer may not assign this Release or any of its rights hereunder without first obtaining the Company's prior written approval.

Photographer hereby acknowledges and agrees that the Photographs to be used hereunder are subject to the prior approval of Artist. In addition, in consideration for the rights being granted to Photographer hereunder, Photographer agrees to provide, at no charge, to Company duplicate negatives and/or transparencies (as designated by Company) of the Photograph(s). Company shall have the right to use the Photograph(s) for any and all commercial and non-commercial purposes whatsoever relating to Artist and Artist's activities and Company shall have no obligation to make any payment to Photographer, the Publication or any other third party connected with any such uses.

ACCEPTED AND AGREED:

Photographer (for himself/herself and on behalf of the Publication)