

CHEAP TRICK
Photo Release Form

This will confirm that Cheap Trick Unlimited has granted _____ (“Photographer”) the right to use the photograph(s) to be taken by Photographer on 4/14/10 (the “Photo Date”) **for archival purposes only**. **In no event may the Photograph(s) appear in any other publication or media or internet website, venue website, or internet webzine or in any other issue of the Publication nor can the photographs be sold, and this release expressly precludes any such use. Photographs cannot be used for promotion, any website, publicity, or for any type of promotion. Photographer agrees these photos are strictly for archival purposes only.**

In no event may the name or likeness of Cheap Trick (or any individual member thereof) be used in connection with the advertising or promotion of any publication, any merchandising, publishing or commercial tie-ups, or the direct or indirect endorsement of any product or service.

Cheap Trick Unlimited makes no representation, warranty or agreement with respect to the Photograph(s). Photographer shall obtain (or cause the Publication to obtain) all necessary third-party consents, waivers and approvals with respect to the use of the Photograph(s) and shall timely pay all obligations which may become due as the result of such use of the Photograph(s).

Photographer hereby agrees to indemnify Cheap Trick Unlimited, Cheap Trick (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 as a result of any unauthorized use of the Photograph(s) or any breach by Photographer of this agreement.

Photographer may not assign this release or any of its rights hereunder without first obtaining the prior written approval of Cheap Trick Unlimited.

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

ACCEPTED AND AGREED:

Photographer