

PROPERTY RELEASE AND WAIVER

AGREEMENT made this _____ day of _____, 20____, among _____, hereinafter referred to as the "Property Owner", POOLCORP, hereinafter referred to as "POOL", and the photographer; hereinafter referred to as the "Photographer."

The Property Owner hereby grants POOL and the Photographer, permission to copyright and/or use, reuse and/or publish and republish photographic pictures of the Property Owner's property, taken by either of them, or reproductions thereof in color, or black and white made through any media by the POOL and the Photographer, for any purpose whatsoever; including the use of any printed matter in conjunction therewith.

The Property Owner agrees to allow the Photographer to enter upon the property owned by or under the control of the Property Owner for the purpose of photographing the swimming pool, property, and landscaping. The Photographer agrees to give reasonable notice to the Property Owner of the dates and times they will be on the property for the purpose of photographing as set forth above.

The Property Owner hereby waives and forever relinquishes for himself/herself any claim, action, cause of action or right which the Property Owner has or may have for any royalties, fees, commissions or any other type of payment or consideration for photographing of the Property Owner, the Property Owner's family, the Property Owner's property or pool.

The Property Owner hereby waives any right to inspect or approve any finished photograph, advertising copy or printed matter that may be used in conjunction therewith or the eventual to which such may be applied.

The Property Owner hereby releases, discharges and agrees to save harmless POOL and its affiliates, the Photographer, and any of their representatives, assigns, employees, or any persons or corporations, acting under their permission or authority, or any persons or corporations for whom they may be acting including any firm publishing and/or distributing the finished product, in whole or part, from and against any liability that may occur or be produced in the taking, processing or reproduction of the finished product, its publication or distribution of the same.

The Property Owner acknowledges that he or she has read the foregoing release, authorization, and agreement, and understands the contents hereof with the intention of being legally bound hereby.

PROPERTY OWNER'S SIGNATURE:

NAME (please print):

ADDRESS:

POOL FINISH:

TILE:

COPING:

DECKING:

POOL BUILDER:

APPLICATOR:

PHOTOGRAPHER:

POOLCORP Representative:

PROJECT DESCRIPTION:

