

# Photograph and Model Release and/or Assignment Agreement

I hereby consent to the use of my likeness in and the use of such Photograph(s) and/or copies thereof, taken of me and submitted to Pinnacle West Capital Corporation, Arizona Public Service Company or their affiliated companies (collectively, "Company") during Company's sustainability promotions ("Event"). As used herein, "Photograph(s)" shall also mean and apply to any photographs of me or others, which are made, taken or provided by me to Company during the Event. This consent includes any Photograph(s) of me alone, or with or of others, with or without my name, in any material or media produced, broadcast, posted or published by the Company or its agents or contractors.

I understand that such use shall include the right to copy, publish, publicly display, distribute, and create derivative works of such Photograph(s), and that distribution may be to persons inside the Company and/or outside the Company, and can be in any type of media or broadcast, including hard copy, electronic, posting on the Internet or Company network, social media, or any other method now known or later invented.

I hereby grant Company a royalty-free, nonexclusive, perpetual license in and to the Photograph(s) to:

- copy, publish, publicly display, distribute, and create derivative works of the Photograph(s),
- distribute the Photograph(s) to persons inside and/or outside the Company,
- and include the Photograph(s) in any type of promotion or communication materials, website, media or broadcast. This includes hard copy, electronic, posting on the Internet or the Company's intranet network, social media, or through, in or on any other method now known or later invented.

I hereby relinquish any right that I may have to review or approve of the materials that may be used in conjunction with such Photograph(s), or the uses to which such materials may be applied. I hereby waive, release and discharge Company from any and all claims resulting directly or indirectly from any use, reproduction, distribution, or exhibition of the Photograph(s). I intend for Company to rely on this Release and I understand that it is irrevocable.

I understand that I shall receive no compensation for my appearance and participation. If I am an employee of Company, I understand that my activities as a model are within the scope of my employment with Company. I understand that signing this Release does not guarantee publication or distribution of any Photograph(s).

This Release shall be governed by Arizona law without regard to its conflict of laws principles.

By signing this Release, I hereby represent that I am 18 years of age, or older, and have the right to enter into this agreement, and that I have read, understood and agreed to the foregoing, or my parent or legal guardian has also read, understood and agreed to the foregoing by signing this Release below my signature.

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Name (Printed)

Signature

Date

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Parent or Legal Guardian Name (Printed))

Signature

Date