

Photo Agreement and Release

For valuable consideration received, I, _____, hereby irrevocably grant and assign to Delaware North Companies, Incorporated (the "Company"), its subsidiaries, affiliates, successors, and assigns (such subsidiaries, affiliates, successors and assigns, together with the Company, shall be referred to herein collectively as "DNC") the right and authority to use my name, likeness, image and the submitted photograph(s) made of me and/or by me and reproductions thereof, for any purpose, both commercial and non-commercial purposes, including without limitation advertising and promotion of DNC and/or its products and services, in any manner in perpetuity. I agree as follows:

1. I agree that any and all media in which my photograph is used, including but not limited to the Company's annual report and its Web site www.delawarenorth.com, are owned by the Company and/or DNC, including the copyright therein.

2. I understand DNC may reproduce, copy, modify, create derivatives in whole or in part, or otherwise use the photograph(s) and/or any comments associated with this image.

3. DNC shall have the right to use the photograph(s) without approval from me or any other person and without compensation to me or any other person and shall have the right to use the photograph(s) in all forms and media, and in all manners, including composite or distorted representations, without limitation as to frequency or duration, for any lawful purposes, commercial or non-commercial.

4. I voluntarily release DNC from and against any and all claims, injury, losses, liabilities, demands, causes of action, costs and expenses, whatsoever that I or my heirs, executors, administrators, successors and assigns ever had, now have, or may hereafter have by any reason, whatsoever, arising out of the use of the photograph(s), including any claims for invasion of privacy.

5. I represent and warrant that I am at least **18** years of age and am authorized to sign this release. I agree to hold harmless, defend and indemnify DNC for any losses or liabilities arising out of the use of the photograph(s) and likenesses of the people pictured therein, for any reason including claims or lawsuits based on violations of the right of publicity or right of privacy, or any similar matter or copyright infringement.

6. I acknowledge that I have read the terms of this Photo Agreement and Release and understand the terms contained herein. I understand that the provisions of this Photo Agreement and Release are legally binding upon me, my heirs, executors, administrators, successors and assigns.

I agree to this Photo Agreement and Release.

Signature: _____

Date Signed: _____

Print Name: _____

If less than 18 years of age, please have a parent or guardian complete below:

Approval:

Signature: _____

Date Signed: _____

Print Name: _____

Address: _____

Parental Authority (e.g., Mother, Father, etc.): _____