



The Scotts Company LLC

and Subsidiaries

MINOR MODEL RELEASE

For valuable consideration acknowledged as received, I grant to The Scotts Company LLC and its affiliates (collectively "Scotts"), and their successors, assigns, and licensees the irrevocable and unrestricted right and permission to photograph my minor child and to copyright and use, re-use, publish, and re-publish photographic portraits or pictures of my minor child or in which my child may be included, in whole or in part, without restriction as to changes or alterations, in conjunction with my own name or my child's name or a fictitious name, in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever, all without any obligation by Scotts to further compensate me .

I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other printed matter that may be used in connection therewith or the use to which it may be applied.

I release Scotts and any other party acting under right, title, assignment, grant, or license from Scotts from any claim or liability arising by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said photographs or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel, defamation, invasion of privacy, or breach of publicity or other property rights.

I represent that I am the parent or legal guardian of the minor child referenced below and consent to the foregoing on his or her behalf. I have read the foregoing and fully understand the contents of this release. This release shall be binding upon me and my heirs, executors, legal representatives, and assigns.

DATE

(MINOR'S NAME)

(NAME OF FATHER, MOTHER, or LEGAL GUARDIAN)

(SIGNATURE)

(ADDRESS)

(WITNESS)