

Release Forms

Obtaining proper written permissions is the responsibility of the producer and can prevent complicated problems down the line in the event you license the broadcast or distribution rights of your video.

The four most common release forms used in video and documentary productions are:

Appearance Release

for non-actors

Minor Appearance Release

for children, it must be signed by a parent or legal guardian

Materials Release

for obtaining permission from the owner or license holder to use photographs, audio, video, video or other media which may be copyrighted or owned by others

Location Release

for use when you are videoing on property you do not own

If you're working with professional actors and personalities, you'll probably need a special actor/model release form. Or they may give you a release form.

For locations, it's important to know who actually owns the building or land you want to video on and also to find out who the current occupier is. For example, if you are videoing in a rented house you should get permission from the landlord as well as the tenant who is renting the property.

APPEARANCE RELEASE

Video (Working Title): _____(the "Video")

Person Appearing: _____

Production Date(s): _____

Production Location(s): _____

I authorize _____("Producer"), Producer's agents, successors, assigns, and designees to record my name, likeness, image, voice, sound effects, interview and performance on video, tape, or otherwise (the "Recording"), edit such Recording as Producer may desire, and incorporate such Recording into the Video, any versions of the Video and all related materials thereof, including, but not limited to promotion and advertising materials. It is understood and agreed that Producer shall retain final editorial, artistic, and technical control of the Video and the content of the Video. Producer may use, and authorize others to use, the Video, any portions thereof and the Recording in all markets, manner, formats and media, whether now known or hereafter developed, throughout the world, in perpetuity. Producer, and Producer's successors and assigns, shall own all right, title and interest, including the copyright, in and to the Video, including the Recording and related materials, to be used and disposed of, without limitation, as Producer shall in Producer's sole discretion determine.

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-Mail: _____

Date: _____

MINOR APPEARANCE RELEASE

Working Title: _____ (the "Video")

Person Appearing: _____

Parent or Guardian: _____

Production Date(s): _____

Production Location(s): _____

As parent or guardian of _____, I authorize

_____ ("Producer"), Producer's agents,

successors, assigns, and designees to record his/her name, likeness, image, voice, sound effects, interview and performance on video, tape, or otherwise (the "Recording"), edit such Recording as Producer may desire, and incorporate such Recording into the Video, any versions of the Video and all related materials thereof, including but not limited to promotion and advertising materials. It is understood and agreed that Producer shall retain final editorial, artist, and technical control of the Video and the content of the Video. Producer may use, and authorize others to use, the Video, any portions thereof and the Recording in all markets, manner, formats and media, whether now known or hereafter developed, throughout the world, in perpetuity. Producer, and Producer's successors and assigns, shall own all right, title and interest, including the copyright, in and to the Video, including the Recording and related materials, to be used and disposed of, without limitation, as Producer shall in Producer's sole discretion determine.

I represent, as parent or guardian of _____, we shall both be bound by the terms of this Appearance Release.

Signature of Minor: _____

Signature of Parent or Guardian: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-Mail: _____

Date: _____

MATERIAL RELEASE

Video (Working Title): _____(the "Video")

Description of Material: _____

_____ (the "Licensed Material")

Licensor: _____("Licensor")

Licensor hereby grants to _____ ("Producer"), its successors and assigns, the non-exclusive right to reproduce the Licensed Material, to record and edit the Licensed Material as desired on video, tape or otherwise (the "Recording"), and to use the Licensed Material, in whole or in part, in and in connection with the Video and all versions thereof and all materials relating thereto, including advertising and promotion. Producer, and its successors and assigns, shall own all right, title and interest, including the copyright, in and to the Video, including the Recording, to be used and disposed of throughout the world in perpetuity without limitation as Producer shall determine in its sole discretion, including without limitation to distribute the Video in all manner, format and media, whether now known or hereinafter developed.

Licensor represents and warrants that Licensor possesses or has obtained all rights to the Licensed Material necessary for the grant of this license and that the rights granted hereunder will not conflict with or violate any commitment, agreement, or understanding Licensor has or will have to or with, nor infringe upon any rights of, any person or entity. Licensor shall pay and indemnify and hold Producer and its grantors, officers, directors, assignees, agents, licensees, and employees harmless from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the use of the Licensed Material set forth herein or the inaccuracy, alleged breach, or actual breach of any representation, warranty, covenant, agreement, or undertaking Licensor has made herein.

Signature: _____

Address: _____

City: _____ State: __ Zip: _____

Telephone: _____

Date: _____

E-Mail: _____

LOCATION RELEASE

Video (Working Title): _____ (the "Video")

Location: _____

Location Owner or Authorized [name and address]: _____
_____ ("Owner")

Date(s) of Recording: _____

I _____ ("Producer") and Owner agree as follows:

Owner agrees that Producer and persons designated by Producer may be in, on, or about the above location on the date(s) indicated above, for the purposes of preparing or making photographs, and/or video and sound recordings or otherwise (the "Recordings") in connection with the Video. Producer shall hold Owner harmless from and indemnify Owner against any damage to the above location caused by any persons designated by Producer to be on the location or against any injuries occurring to persons designated by Producer to be on the location.

Owner authorizes Producer to edit the Recordings as desired and to use them, in whole or in part, in connection with the Video, in all manner and media, as Producer shall determine in Producer's sole discretion. Producer, and Producer's successors and assigns, shall own all right, title and interest, including the copyright, in and to the Video, including the Recordings, to be used and disposed of throughout the world in perpetuity without limitation as Producer shall determine in Producer's sole discretion.

Owner represents and warrants that Owner has the right to enter into this agreement and that the rights Owner has granted hereunder will not conflict with or violate any commitment, agreement, or understanding Owner has or will have to or with, nor infringe upon any rights of, any person or entity. Owner expressly releases Producer and Producer's employees, directors, officers, agents, assignees, and licensees from all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the use of the Recordings in connection with the Video or the inaccuracy, alleged breach or actual breach of any representation, warranty, covenant, agreement or undertaking made by Owner herein.

Agreed and Accepted By:

PRODUCER

OWNER

Date: _____

Date: _____