

These release form are from the appendix to the book, **Cross-Cultural Filmmaking** by Ilisa Barbash & Lucien Taylor, University of California press, Berkeley, 1997. (ISBN 0-520-08760-7) This is an excellent book both for the technical and conceptual issues of documentary video.

-John

*Appendix One*

RELEASE FORMS

Here are three prototype release forms, differing in length, amount of legalese, and overall fearsomeness, which you may adapt as you wish. None of them involves any payment. In the U.S., a \$1 honorarium (or “consideration” fee) is often drafted into the form, to make **it** (more) legally binding. Remember though that even a signed release form—with or without an exchange of money—is no guarantee against lawsuit, and you should check with a lawyer before writing up your own.

STANDARD PERSONAL RELEASE FORM, MODEL 1

*(Letter Form, No Payment.)*

*Date*

Dear *Name*,

We are very grateful that you have agreed to participate in our film /video. provisionally titled *Title*, that you agree to the recording of your image and voice, and that you cede all the necessary rights for the reproduction, exhibition, broadcast, and sale of the recording. with no temporal or geographical limits, by **all** means and on all media (whether available today or invented in the future), and without any obligations on our part to you.

We have the right to edit your recording/interview according to our needs, and are not obliged to include any or all of **it** in any resulting program.

With many thanks for your contribution;

Yours sincerely,

*Filrnmaker's or Filmmaker's Representative Signature*  
*For Production Company Name*  
*Address*

Read and Approved:  
*Signature of Subject*

## STANDARD PERSONAL RELEASE FORM, MODEL 2

*(Short, No payment)*

*Participant ~ Name*

*The program Title*

*Production Date(-s,)*

*Location*

I authorize *Producer/Production company* to record and edit into the Program described above, my name, likeness, image, voice, interview, and performance. *Producer/Production company* may use and authorize others to use all or parts of the Program. *Producer/Production Company* shall own all rights, title, and interest in and to the program, including the recordings, and be used and disposed of without limitation as *Producer/Production company* shall in its sole discretion determine.

*Participant's Signature*

*Date*

*Address*

### ADDITION FOR MINORS

I represent that I am the parent and/or guardian of the minor who has signed above or is the participant in the Program. I agree that we both shall be bound by this agreement.

*Parent's/Guardian's Signature*

*Date*

## STANDARD PERSONAL RELEASE FORM, MODEL 3

*(Long, No Payment)*

*Participant's Name*

*Program Title*

*Production Date(s)*

*Location*

In consideration of my appearance in the above Program, I hereby authorize *Producer/Production Company* to record my name, likeness, image, voice, and performance on film, tape, or otherwise for use in the above Program or parts thereof. I agree that the Program may be edited as desired and used in whole or in part for any and all broadcasting, audio/visual, and/or exhibition purposes in any manner or media, in perpetuity throughout the world. I understand that I have no rights to the Program or any benefits derived therefrom.

I consent to the use of my name, likeness, image, voice, and biographical material about me in connection with the promotion of the Program.

I represent that I have the right to enter into this Agreement and that my performance and the rights I have granted in this Agreement will not conflict with or violate any commitment or understanding I have with any other person or entity.

I agree to indemnify and hold harmless *Producer/Production Company* from and against all claims, losses, expenses, and liabilities of every kind, including reasonable attorney's fees, rising out of the inaccuracy or breach of any provisions of this Agreement. I expressly release *Producer* from any and all claims arising out of the use of the Program.

This Agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by both parties in writing.

*Participant's Signature*

*Date*

*Address*

### **ADDITION FOR MINORS**

I represent that I am the parent and/or guardian of the minor who has signed above or is the participant in the Program. I agree that we both shall be bound by this agreement.

*Parent/Guardian's Signature*

*Date*