**Sample Talent Release Form**

RELEASE AND AUTHORIZATION TO REPRODUCE NAME, IMAGE, VOICE & LIKENESS

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Phone:** |  |
| **Email:** |  |
| **Photo/Video Date:** |  |
| **Photo/Video Location:**  |  |
| **Photo/Video Taken By:** |  |

[INSERT NAME OF PARTICIPANT] (“Talent”), hereby grants [CONTENT CREATOR] (“Creator”), its successors, representatives, assigns, licensees, employees, and any person, corporation or entity acting under their permission or authority or for whom they might be acting, and all persons functioning under Creator’s permission or authority, or those for whom Creator is functioning (collectively with Creator, “Grantees”), for Grantees’ own benefit and for the benefit of others, the unrestricted right and permission to use, re-use, publish, and republish Talent’s name, voice, image and likeness in the photographic pictures and videos of Talent or in which Talent is included that were taken at the above place and date, in any way, including for purposes of illustration, art, promotion, advertising, trade, publication, exhibit, public display and any other purpose, without restriction as to changes or transformation or reproduction in color or otherwise, made through any and all media now known or hereafter to be discovered, together with the non-exclusive but perpetual right to use and duplicate such photographs, videos, or other images of Talent, whether in prints, negatives, slides, videotape, digital, film sequences or other formats. Talent further permits the use of any other audiovisual, audio, visual or printed material in connection therewith.

Creator may, but is under no obligation, to identify Talent and if Creator elects to do so, the manner of identification will be at Creator’s sole discretion. Talent hereby relinquishes any right that they may have to examine, inspect or approve any such use, including any photographs, videos, copy, text, proofs, negatives, tests, finished films, videotapes, audiotapes, digital images or recordings. All copies of Talent’s image, likeness and voice created or recorded by Grantees shall be Creator’s sole and exclusive property, including any and all physical or digital recordings, prints and negatives depicting same, and all copyrights in those works shall belong to Creator. Talent hereby releases, discharges and agrees to hold harmless Grantees from any liability by virtue of any such use, including without limitation any claims for libel, right of publicity or invasion of privacy.

In exchange for this grant, Talent has or will receive [INSERT PAYMENT TERM] in full and complete consideration, and will not receive further payment.

Talent hereby warrants that they are eighteen years of age or older, that they are fully competent to execute this agreement, and that no other agreements currently exist which would prevent Talent’s transferring these rights to Grantees, or their successors and assigns. Talent acknowledges that Grantees intend to rely on this release, and the grant of rights herein contained. Talent also understands that Talent’s sole remedy for any breach or alleged breach of this release is an action at law for money damages, and Talent agrees to waive Talent’s rights to terminate this release and/or to seek to enjoin, restrain or otherwise interfere with the production, distribution or other exploitation of any materials created by Creator or any Grantees. Talent has read the above authorization, release, and agreement, prior to its execution; Talent fully understand the contents thereof. This agreement shall be binding upon Talent and their heirs, legal representatives, and assigns.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Talent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Talent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If Talent is under 18)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Talent”), hereby warrant and represent that I am the legal guardian of Talent, and have the full legal capacity to consent to Talent’s participation in the shoot and to execute the release of all Talent’s rights in the content to Grantees as described in the above agreement.

Name of Talent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_