

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 film. The four most common release forms used in 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, film or other media which may be copyrighted or owned by others

Location Release

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

It's a good idea to establish a relationship with a qualified and reputable entertainment attorney that understands documentary. If you're working with professional actors you'll probably need a special actor/model release form which is beyond the scope of this class.

Read and rewrite them as necessary for your particular production and requirements. Releases are important because some film festivals, most funding bodies, and all broadcasters and distributors will require them as part of the chain of title, a series of documents that establish the producer's right to put the components in their film. For locations, it's important to know who actually owns the building or land you want to film on and also to find out who the current occupier is. For example, if you are filming in a rented house you should get permission from the landlord as well as the tenant who is renting the property. Some books for becoming familiar with legal issues include:

The Pocket Lawyer for Filmmakers: A Legal Toolkit for Independent Producers
by Thomas A. Crowell

The Independent Film Producer's Survival Guide: A Business and Legal Sourcebook
by Gunnar Erickson, Mark Halloran, and Harris Tulchin

Archival Storytelling: A Filmmaker's Guide to Finding, Using, and Licensing Third-Party Visuals and Music by Sheila Curran Bernard and Kenn Rabin

The forms that follow are the forms I used in my documentary productions. Please be advised that this does not constitute any form of legal opinion or advice.

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<http://kino-eye.com>

<http://kino-eye.com/dvb/>

APPEARANCE RELEASE

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

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 film, tape, or otherwise (the "Recording"), edit such Recording as Producer may desire, and incorporate such Recording into the Film, any versions of the Film 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 Film and the content of the Film. Producer may use, and authorize others to use, the Film, 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 Film, 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 "Film")

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 film, tape, or otherwise (the "Recording"), edit such Recording as Producer may desire, and incorporate such Recording into the Film, any versions of the Film 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 Film and the content of the Film. Producer may use, and authorize others to use, the Film, 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 Film, 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

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

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 film, tape or otherwise (the "Recording"), and to use the Licensed Material, in whole or in part, in and in connection with the Film 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 Film, 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 Film 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

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

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 Film. 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 Film, 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 Film, 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 Film 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: _____