

# MEDIA RELEASE

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This Media Release (this "**Release**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SUBJECT NAME], residing at [SUBJECT ADDRESS] (the "**Subject**"); and

[ORGANIZATION / PRODUCER NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "**Organization**").

Subject and Organization are each a "**Party**" and together the "**Parties**."

**Recitals.** The Organization has recorded, or intends to record, the Subject — including the Subject's image, voice, statements, and performance — in connection with [PROGRAM / CAMPAIGN / EVENT / PRODUCTION DESCRIPTION] (the "**Project**"). The Subject wishes to grant the Organization permission to use the resulting media on the terms set out below. In consideration of the mutual promises below, and the consideration described in Section 3, the Parties agree as follows.

## 1. Definitions

**1.1 Media Materials.** "**Media Materials**" means all photographs, video, film, audio recordings, interviews, quotations, statements, written submissions, and other recordings or content of or by the Subject created in connection with the Project, together with all reproductions, derivatives, excerpts, edits, and composites of them.

**1.2 Likeness.** "**Likeness**" means the Subject's name, image, voice, appearance, physical attributes, performance, biographical details provided by the Subject, and persona as captured in the Media Materials.

**1.3 Channels.** "**Channels**" means all media and distribution channels now known or later developed, including print, websites, mobile apps, email, social media, broadcast, cable, streaming, podcasts, in-app display, and physical display.

**1.4 Authorized Uses.** "**Authorized Uses**" means the uses described in Section 2.2, as limited by Section 2.3.

## 2. Grant of Rights

**2.1 License and consent.** The Subject grants the Organization, and its licensees, successors, and assigns, the [perpetual / time-limited as stated in Section 2.4], worldwide, royalty-free, non-exclusive right and license to record, use, reproduce, edit, publish, broadcast, display, distribute, and otherwise exploit the Media Materials and the Subject's Likeness across all Channels for the Authorized Uses.

**2.2 Permitted uses.** The Media Materials may be used for [SELECT / DESCRIBE: e.g. marketing and promotion, news and editorial, documentary, training, testimonials, fundraising, social media content, website features]. Subject to Section 2.3, the Organization may use the Media Materials for any lawful purpose consistent with these permitted uses.

**2.3 Limitations on use.** The following limitations apply (delete if none): **[e.g. no use in connection with unlawful, defamatory, or sexually explicit content; no political endorsement; usage limited to the Project described; the Subject's last name and contact details will not be published]**. Subject to those limitations, the Subject waives any right to inspect or approve the Media Materials or the finished use.

**2.4 Duration of license.** This license is granted **[for a perpetual term / for a term of [NUMBER] years from the Effective Date]**. If a time-limited term applies, the Organization will cease new uses of the Media Materials after the term ends, but is not required to recall or destroy Media Materials already published or distributed.

**2.5 Edits, context, and use of statements.** The Subject agrees that the Media Materials may be edited, excerpted, captioned, dubbed, translated, time-shifted, combined with other content, and used in whole or in part, and that statements made by the Subject may be quoted or paraphrased, provided the use is not defamatory and does not violate the limitations in Section 2.3.

**2.6 Credit.** The Organization **[IS / IS NOT]** required to credit the Subject. If credit is required, it will read **[CREDIT LINE]** where reasonably practical.

### 3. Consideration

**3.1 Consideration.** In exchange for this Release, the Subject acknowledges receipt of **[\$ AMOUNT / "the agreed appearance fee" / "good and valuable consideration, the sufficiency of which is acknowledged"]**, which the Subject agrees is full and complete payment for the rights granted.

**3.2 No further payment.** Except as stated in Section 3.1, the Subject is not entitled to any further payment, royalty, or residual for any Authorized Use of the Media Materials, regardless of how widely or for how long they are used.

### 4. Subject's Representations

**4.1 Authority.** The Subject is of legal age in the governing jurisdiction and has the full right and authority to enter into this Release and grant the rights in it. If the Subject is a minor, the parent or guardian signature block below must be completed.

**4.2 Truthful statements.** Any statements the Subject makes for inclusion in the Media Materials are, to the Subject's knowledge, truthful and not defamatory, and do not infringe the rights of any third party.

**4.3 No conflicts.** Granting these rights does not conflict with any other agreement binding on the Subject, and the Subject has not granted any exclusive rights that would prevent this Release.

**4.4 Voluntary.** The Subject has read this Release, understands it, and is signing it voluntarily, having had the opportunity to seek independent advice.

### 5. Waiver and Release of Claims

**5.1 Release.** To the fullest extent permitted by law, the Subject releases and discharges the Organization and its licensees, successors, and assigns from any and all claims arising out of the Authorized Uses of the Media Materials and Likeness, including claims for invasion of privacy, rights of publicity, defamation, false light, and any claim based on editing, distortion, or use in composite or out-of-sequence form.

**5.2 No reversion.** Except for any time limit stated in Section 2.4, the Subject acknowledges that the rights granted are non-revocable and that the Subject has no right to recall Media Materials already used, published, broadcast, or licensed.

## 6. Minor (if applicable)

**6.1 Parent or guardian consent.** If the Subject is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have the legal authority to consent on the Subject's behalf, agrees to all terms of this Release on the Subject's behalf, and personally makes the representations and grants in this Release.

**6.2 Survival of consent.** The consent in this Section survives the Subject reaching the age of majority and remains binding.

## 7. Indemnity and Limitation

**7.1 Organization responsibility.** The Organization is responsible for its own use of the Media Materials that exceeds the scope of this Release or violates the limitations in Section 2.3.

**7.2 Subject responsibility.** The Subject is responsible for any breach of the representations in Section 4, including the truthfulness of statements provided and the right to grant the rights in this Release.

**7.3 Limitation of liability.** Except for the matters above, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of this Release.

## 8. General Provisions

**8.1 Governing law and venue.** This Release is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in [COUNTY, STATE].

**8.2 Entire agreement; amendment.** This Release is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

**8.3 Severability and waiver.** If any provision is unenforceable, the rest remains in effect, and the unenforceable provision will be narrowed to the extent needed to make it enforceable. A Party's failure to enforce a provision is not a waiver.

**8.4 Binding effect.** This Release binds and benefits the Parties and their heirs, successors, licensees, and assigns.

**8.5 Counterparts and electronic signature.** This Release may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Release as of the Effective Date.

SUBJECT	ORGANIZATION
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [TITLE]
Date: _____	Date: _____

**Parent or Guardian (complete only if the Subject is a minor):**

**PARENT / LEGAL GUARDIAN**

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

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Printed name: **[NAME]**

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Relationship to Subject: **[RELATIONSHIP]**

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Date: \_\_\_\_\_

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