

# PODCAST GUEST RELEASE

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[PRODUCER LEGAL NAME], an individual or [STATE] [ENTITY TYPE] that produces the podcast known as [PODCAST NAME] (the "**Producer**"); and

[GUEST LEGAL NAME], an individual with a mailing address at [GUEST ADDRESS] (the "**Guest**").

Producer and Guest are each a "**Party**" and together the "**Parties**."

**Recitals.** Guest has agreed to appear as a guest on one or more episodes of the podcast known as [PODCAST NAME] (the "**Podcast**"), and the Parties wish to confirm Producer's right to record, edit, publish, and distribute the recording. In consideration of Guest's appearance, the publicity to Guest, and the mutual promises below, the Parties agree as follows.

## 1. The Recording

**1.1 Appearance.** Guest will participate in a recorded interview or conversation for the Podcast on or about [RECORDING DATE] regarding the topic [TOPIC] (the "**Recording**").

**1.2 Recording defined.** The "**Recording**" includes the audio and, if applicable, video capture of Guest's participation, together with Guest's name, voice, likeness, image, statements, biographical information, and any materials Guest provides for use in the episode (the "**Guest Materials**").

**1.3 Format.** The Recording may be released as [audio only / audio and video / clips] and may be edited, excerpted, and combined with other content at Producer's discretion, consistent with this Release.

## 2. Grant of Rights

**2.1 License and consent.** Guest grants Producer a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable right and license to record, edit, reproduce, publish, distribute, publicly perform, display, promote, and otherwise exploit the Recording and Guest Materials in any media now known or later developed.

**2.2 Name and likeness.** Guest consents to Producer's use of Guest's name, voice, likeness, image, and biographical information in connection with the Recording, the Podcast, and the promotion of each, including in episode titles, descriptions, show notes, social media, and advertising.

**2.3 Edits.** Guest acknowledges that Producer may edit the Recording for length, clarity, and quality and is not obligated to publish the Recording or any portion of it.

**2.4 No approval right.** Except as the Parties expressly agree in **Exhibit A** (for example, an agreed review of designated clips), Guest has no right to approve the final edit, and Producer retains editorial control.

### 3. Ownership

**3.1 Producer ownership.** Producer owns all right, title, and interest in the Recording and the resulting episode, including the copyright in the produced work, except for Guest's pre-existing rights in Guest Materials, which Guest licenses under Section 2.

**3.2 Guest's pre-existing materials.** Guest retains ownership of any pre-existing works Guest provides (such as slides, music, or images) and grants Producer a license to use them as part of the Recording and its promotion.

**3.3 No partnership.** This Release does not make the Parties partners or employees of one another and does not entitle Guest to royalties or revenue from the Podcast unless Exhibit A states otherwise.

### 4. Compensation

**4.1 Consideration.** Unless Exhibit A states a fee, Guest appears without monetary compensation, and the consideration to Guest is the opportunity to participate and the associated exposure.

**4.2 Optional fee or perks.** If Exhibit A provides a fee, honorarium, travel reimbursement, or other benefit, Producer will provide it as described there.

**4.3 No future obligation.** This Release does not obligate Producer to invite Guest to future episodes or to provide ongoing promotion.

### 5. Guest Representations and Warranties

**5.1 Authority.** Guest represents that Guest is at least the age of majority in Guest's jurisdiction (or that a parent or guardian has signed) and has the right to grant the rights in this Release.

**5.2 Own statements.** Guest represents that Guest's statements during the Recording are Guest's own, are made in good faith, and do not knowingly infringe, defame, or violate the rights of any third party.

**5.3 Guest Materials.** Guest represents that Guest owns or has the right to provide the Guest Materials and that Producer's use of them as permitted will not infringe third-party rights.

**5.4 Confidential information.** Guest is responsible for not disclosing the confidential information of any third party during the Recording.

### 6. Producer Obligations

**6.1 Lawful use.** Producer will use the Recording in a manner consistent with this Release and applicable law and will not knowingly use the Recording to defame Guest or to falsely attribute statements to Guest.

**6.2 Attribution.** Producer will identify Guest by the name and descriptors Guest provides, subject to reasonable editorial discretion.

**6.3 Reasonable takedown.** If Guest notifies Producer in writing of a genuine factual error or a good-faith privacy or safety concern, Producer will consider the request in good faith, though Producer is not obligated to remove published content except as required by law.

### 7. Release and Waiver

**7.1 Release.** To the fullest extent permitted by applicable law, Guest releases Producer and its licensees and assigns from any claim arising out of the authorized use of the Recording and Guest Materials, including claims for defamation, invasion of privacy, right of publicity, or emotional distress, based on uses permitted by this Release.

7.2 **No inspection requirement.** Guest waives any right to inspect or approve the finished Recording or the contexts in which it appears, except as expressly provided in Exhibit A.

7.3 **Moral rights.** To the extent permitted by applicable law, Guest waives moral rights in Guest's contribution as embodied in the Recording; where such rights cannot be waived, Guest agrees not to assert them against Producer or its licensees.

8. Term and Termination

8.1 **Term.** This Release takes effect on the Effective Date and continues perpetually with respect to the Recording, consistent with the grant in Section 2.

8.2 **Irrevocability.** Because Producer will invest in producing and publishing the episode in reliance on this Release, the rights granted are irrevocable once the Recording is created, except as required by applicable law.

8.3 **Pre-recording withdrawal.** Guest may withdraw consent in writing before the Recording occurs; after the Recording, the grant of rights continues as stated.

9. General Provisions

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

9.2 **Entire agreement.** This Release, with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions about the Recording.

9.3 **Amendment.** This Release may be amended only by a writing signed by both Parties.

9.4 **Severability and waiver.** If a provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

9.5 **Assignment.** Producer may assign or sublicense this Release in connection with distribution, syndication, or sale of the Podcast. Guest may not assign this Release.

9.6 **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.

PRODUCER	GUEST
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____

If Guest is a minor — parent or guardian consent:

**PARENT / GUARDIAN**

---

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

---

Printed name: **[NAME]**

---

Relationship to Guest: **[RELATIONSHIP]**

---

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

---

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*