

## PERSONAL RELEASE

### PRIMARY SUBJECT RELEASE

**When a single documentary subject (or even a small number of primary subjects) are the cornerstone of an entire production, it may be prudent to use a more detailed release agreement. Such a release agreement not only grants the right to film a subject and use that material in the program, but it can also provide for the subject's agreement to cooperate with the production and grant to the producer the right to use materials owned by the subject - like photographs or other mementos. The producer may also wish to include the subject's agreement to participate in promotion efforts for the film.**

## PERSONAL RELEASE

This agreement ("Agreement") is made between \_\_\_\_\_ ("Producer") and \_\_\_\_\_ ("Grantor"), dated \_\_\_\_\_, in connection with Producer's use of the Material (defined below) in a motion picture documentary ("Picture"). For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Producer, its successors, licensees and assigns, the exclusive and irrevocable right and license to use, photograph, film, video tape, reproduce, simulate, imitate and portray Grantor's name, pseudonyms, sobriquets, likeness, photograph, voice, personality, personal identification and personal experiences, incidents, situations and events which heretofore occurred or hereafter occur (in whole or in part) based upon or taken from Grantor's life or otherwise (collectively, "Material") in the Picture and in connection with advertising, publicizing, distribution, broadcast, exhibition and exploitation of such Picture, in any and all media, now known or hereafter devised, in perpetuity, throughout the universe. Without limiting the generality of the foregoing, it is understood and agreed that the rights granted by Grantor to the Producer herein (the "Granted Rights") include the following exclusive rights: electronic media, dramatic stage, publishing, merchandising, in all media of every nature whatsoever whether now known or hereafter devised. The Grantor reserves no rights with respect to such uses. It is further understood and agreed that the Granted Rights may be used in any manner and by any means, whether now known or unknown, and either factually or with such fictionalization, portrayal, impersonation, simulation and/or imitation or other modification as Producer and its successors and assigns, determine in Producer's sole discretion. Grantor further acknowledges that Grantor will receive no further payment with respect to any matter referred to herein. Any or all of the Granted Rights shall be freely assignable by Producer. Producer is not obligated to use the Material in any motion picture or other production. Granted Rights includes any and all rights, title, and interest Grantor may have in the finished photographs, negatives, motion picture or video footage, sound recordings, and copies thereof, and the right to copyright, use, show, publish, broadcast and otherwise use the same and the right to use, publish and broadcast statements made by Grantor for any purpose in any media now known or hereafter developed, and the right to use and edit the same in any manner including combining them with other images and statements. Grantor understands the need of producers of theatrical and television motion pictures to fictionalize portions of stories for the purpose of dramatic interest and Grantor gives Producer Grantor's consent to do so in connection with the Picture. Grantor further understands that characters contained in the Picture may participate in both actual and fictional activities. Producer shall have the right to include in the Picture such actual, speculative and/or fictional incidents, scenes, situations, dialogue, events, characters and other materials as Producer, in Producer's sole discretion, shall determine and Producer may engage actors to dramatically depict Grantor as a part of the recreation of events depicted in the Picture. If Grantor is hereafter deemed to own any rights in and to the Picture, Grantor agrees to assign such rights to Producer. In the event Grantor fails to assign such rights within five (5) days of a request therefor, Producer is appointed as his attorney-in-fact to execute such documents as are necessary to effectuate this intention and this power is irrevocable and coupled with an interest.

2. Grantor agrees to cooperate with Producer in the making of the Picture and to make himself or herself available for interviews, filming, videotaping, recording and photography. Grantor further agrees to make available to Producer documents, items and articles, including, for example, photographs, letters, mementos, and the like about Grantor and the events to be depicted in the

Picture for Producer's use in the Picture. Grantor grants a perpetual, worldwide exclusive license to photograph, film, make sound recordings, and videotape those materials and depict the same in the Picture and in connection with the promotion, marketing, distribution and exploitation of the Picture.

3. Grantor agrees to make a reasonable number of personal appearances with respect to the advertising and promotion of the Picture. Such appearances shall be made at Producer's pre-approved expense and upon reasonable notice to Grantor, but without further compensation to Grantor.

4. Grantor represents and warrants that: (a) Grantor has the full right, power and authority to grant Producer the rights and permission granted hereunder and that Grantor has not and shall not enter into any other agreement which will interfere or is inconsistent with the rights granted to Producer herein; (b) the consent of no other party is necessary for Producer to use and exploit the Material; and (c) the full and complete exercise of any and all rights granted by Grantor to Producer hereunder shall not violate or infringe the rights of any other party. Grantor agrees Grantor shall not make any statement in interviews of Grantor (whether or not recorded or filmed) nor will Grantor provide any documentation or other materials to Producer that will infringe upon the rights of any other party or otherwise breach any law. For example, Grantor will not make any statement or provide any materials to Producer that will infringe any other party's rights of privacy or publicity, copyright or which is defamatory.

5. Grantor agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Grantor's representation, warranties or agreements set forth herein. Grantor acknowledges that Producer is proceeding with the production, distribution and exploitation of the Picture in reliance upon and induced by this Agreement.

6. Grantor hereby releases and discharges Producer, Producer's employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Grantor may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Granted Rights or based upon any failure or omission to make use thereof.

7. No breach of this Letter of Agreement shall entitle Grantor to terminate or rescind the rights granted to Producer herein, and Grantor hereby waives the right, in the event of any such breach, to equitable relief or to enjoin, restrain or interfere with the production, distribution, exploitation, exhibition or use of any of the Granted Rights, it being Grantor's understanding that Grantor's sole remedy shall be the right to recover damages with respect to any such breach.

8. Nothing in this Letter of Agreement shall ever be construed to restrict, diminish or impair the rights of either Grantor or Producer to utilize freely, in any work or media, any story, idea, plot, theme, sequence, scene, episode, incident, name, characterization or dialogue which may be in the public domain from whatever source derived.

9. This Agreement shall be construed in accordance with the laws of the State of California. Grantor hereby waives any rights he may have, known or unknown, pursuant to Section 1542 of the California Civil Code which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. This Agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or canceled except by written instrument signed by both parties. Producer may assign this Agreement and its rights hereunder to any third party. This Agreement and the rights granted herein shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assigns.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Producer

\_\_\_\_\_  
Grantor

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

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

Grantor's Name (please print) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security # or Federal ID # \_\_\_\_\_

Phone: \_\_\_\_\_