

Documentaries: A Sample Release Form

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So, You're Making a Documentary: A Sample Personal Release

A **personal release** (or “picture and name” release) is an important tool for any documentary filmmaker. This type of agreement gives a filmmaker or production company the right to record an individual’s performance and incorporate the resulting footage into a film. This agreement is most often used for people appearing in un-staged performances, such as a crowded street scene.

Simply put, a personal release is a document signed by a film participant allowing the filmmaker to use footage in which the film participant appears. Typically, filmmakers will first verbally request the person’s permission to film and follow up by getting the signed written release after filming is complete. The personal release prevents someone you have filmed from holding up production or your release date. Obtaining a signed release prevents the threat of an **injunction** — an order from the court that could stop the release of your work at a crucial moment.

Two major legal principles afford legal protection to people who did not consent to their appearance in a documentary: the **right to privacy** and the **right to publicity**. Although these two doctrines may seem contradictory, each has their own purpose. The right to privacy protects the right of the ordinary citizen from being exposed to the public without his or her consent; that is, the right to be left alone. Conversely, the right to publicity operates to protect a public figure (like a celebrity) from having his or her image used for profit without consent. However, where the celebrity’s appearance is newsworthy (having a social value), or the celebrity appears in other copyrighted material contained in the documentary as fair use (see PVLA’s pamphlet “The Fair Use Guide” or http://www.centerfor-socialmedia.org/resources/publications/statement_of_best_practices_in_fair_use for more information). Either way, if you are able to secure a signed release form, you protect your work from facing future lawsuits by disgruntled participants.

Some sources suggest paying a **nominal fee** of one dollar in exchange for the participant’s signature on the release. Other sources say this formality is only necessary in a contractual context, and believe a release form simply acts as proof of the agreement between the filmmaker, or the production company, and the participant. Practically speaking, it is up to the filmmaker to decide whether giving a participant a nominal fee to sign the release is necessary and/or within the budget.

Whenever a person appears recognizably on film as an extra, or has no speaking lines, the person may be entitled to certain rights regarding use of his or her image for commercial purposes. In order to reduce the risk of future lawsuits, prudent filmmakers are advised to obtain personal releases from anyone who appears on camera. If using the extras release form attached, the production company should obtain the signature of everyone included on film. Again, a nominal payment may be exchanged or a production company may offer the extra a non-cash form of compensation, such as the opportunity to observe the filming of the project.

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SAMPLE RELEASE (if a nominal fee is paid)

1. For valuable consideration received, I, (*print full name*), hereby irrevocably grant to (*specify name of production company or filmmaker*), its subsidiaries, affiliates, nominees, licensees, their successors and assigns, and those acting with its authority (hereinafter collectively referred to as "Production Company"), with respect to the photographs, film or tape taken of me by or on behalf of Production Company (the "Pictures"), the unrestricted absolute, perpetual, worldwide right to:

The following portions of the sample release detail the rights being acquired by the production company. Although this sample includes specific rights as an example, these sections may be modified to address the particular nature of the performance or intended use.

This section may also be used to set out an agreement for the production company to give the participant credit in this film. The production company should be sure to detail exactly how credit will be awarded to avoid later conflicts.

- (a) Reproduce, copy, modify, create derivatives in whole or in part, or otherwise use the Pictures or any part thereof in combination with or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer readable electronic magnetic, digital laser or optical-based media (the "Works") for any purpose whatsoever, and
- (b) Use and permit to be used my name, whether in original or modified form, in connection with the Works, as Production Company may choose, and
- (c) Display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereafter to become known.

The next clause is intended to give the production company a measure of protection from future legal claims by the participant, but note that this protection is limited by the brief length of this sample agreement.

2. I hereby waive all rights and release and discharge Production Company from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of the Pictures.

The next clause eliminates the production company's obligation to use the footage of the participant in case the creative direction of the project changes.

3. I agree that there shall be no obligation to utilize the authorization granted by me hereunder. The terms of this authorization shall commence on the date hereof and be without limitation.

Clause 4 assures the production company that the agreement is valid because the person signing has reached the age at which he or she may enter a binding contract. If the release is for a minor, then the parent or guardian will also need to sign.

4. I warrant and represent that I am _____ (*insert "under" or "over"*) the age of 18 years and that I am free to enter into this agreement.

By: _____

Witness: _____

Address: _____

Address: _____

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Signature of Parent or Guardian (if person signing is under the age of 18):

Address: _____

Dated: _____

Although the preceding release is recommended for its detail, in productions where a large number of people are appearing in a scene, the following extra release form may be more appropriate. Although such participants may not be subject to Screen Actors Guild requirements or require the preparation of a full contract, you should nevertheless be sure to obtain a release.

"EXTRA" RELEASE (if a nominal fee is paid)

FOR GOOD AND VALUABLE CONSIDERATION, I hereby grant to (*name of production company*) ("Production Company") and to its licensees, assignees, and other successors-in-interest, all rights of every kind and character whatsoever in perpetuity in and to my performance, appearance, name and/or voice and the results and proceeds thereof (the "Performance") in connection with the motion picture currently entitled (*name of Picture*) (the "Picture"), and I hereby authorize Production Company to photograph and record (on film, tape, or otherwise), the Performance; to edit same at its discretion and to include it with the performance of others and with sound effects, special effects and music; to incorporate same into the Picture or other program or not; to use and to license others to use such recordings and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, voice, biographic or other information concerning me in connection with the Picture, commercial tie-ins, merchandising, and for any other purpose. I further acknowledge that Production Company owns all rights to the results and proceeds of my services rendered in connection herewith.

NAME AND ADDRESS
(Please print)

SIGNATURE

DATE

Other titles in this series:

- Fair Use Guide
- An Artist's Guide to Wills and Estates
- Finding a Live/Work Space for Artists
- Censorship, Obscenity, and Indecency
- Guide to Licensing Stock Photography
- Documentaries — A Sample Release Form
- Intellectual Property — An Artist's Primer
- Transformative Works and Copyright for Visual Artists
- Music Licensing
- Nonprofit Incorporation
- Music Performing Rights Organizations
- Music Publishing — A Sample Contract between Composer and Publisher
- The Right to Publicity
- Parody and Satire
- A User-Friendly Guide to Copyright
- Financing your Film Project
- "The Naked Cowboy v. M&M" — An Explanation of Trademark Infringement
- The Visual Artists Rights Act of 1990
- Privacy and Photography
- Invasion of Privacy