

INTERVIEW AND PERFORMANCE RELEASE

WHEREAS, _____ (hereinafter the Producer) is undertaking a documentary or other media project entitled _____ (the Project) which involves the recording and preservation of an interview/ performance on _____ (date) by _____ (hereinafter the Interviewee/Performer), and

WHEREAS, the Interviewee/Performer is willing to participate in the Project by giving the Producer permission to record an interview with/performance by him/her taking place on _____ (insert date) at _____ (insert location), hereinafter known as the Interview/Performance. Now, therefore, the parties agree as follows:

The Interviewee/Performer understands and agrees that the Interview/Performance (including any audio or video recording, photography, transcription and other elements of the Interview/Performance), which will be held by Producer, may be made available for commercial or non-commercial purposes, including Internet, webcasts, podcasts, streaming video, publication or any media, as Producer may determine in its sole discretion. This may include quotation from, publication or broadcast of Interview/Performance material, in whole or in part, in live or recorded programs, on the Internet, on the radio or other forms of electronic or print publishing or distribution.

The Interviewee/Performer hereby releases and holds harmless the Producer and its agents from any and all liability or claims in connection with and arising out of the Project or the Interview/Performance, including but not limited to claims for invasion of privacy, right of publicity violation, copyright or trademark infringement, slander, libel, or misappropriation.

The Interviewee/Performer hereby grants, assigns, and transfers to the Producer a world-wide, perpetual, non-exclusive, royalty-free license to use, in whole or in part, all of the rights, including all literary, publicity and property rights, to publish in any media, language or technology now known or later developed, to duplicate, remix, edit or otherwise use and dispose of the recorded and/or transcribed Interview or Performance.

The Interviewee/Performer further agrees that:

1. The Producer may edit, reproduce, adapt or otherwise use the Interview/Performance or any part thereof either alone or in combination with other material including text, images, animation, graphics and video.
2. He/she shall have no copyright or other rights to the recorded Interview/Performance or any benefits derived therefrom. However, he/she retains the right to use the content of the Interview/Performance in other venues.
3. He/she waives any right to inspect, review or edit the Interview/Performance for use in the Project or otherwise.
4. The Producer shall have no obligation to use the Interview/Performance in the Project or otherwise.
5. The Producer may use his/her name, image, or voice in connection with the Project.

The Interviewee/Performer warrants and represents that he/she has obtained any necessary permissions for use of any copyright-protected/trademarked material used as part of the Interview/Performance.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

Interviewee/Performer:

Signature

Print Name

Date

Address

Phone Number or Email

City, State, Zip

If the person signing above is under 18 years old, the signature of a parent or guardian is required.

I _____ certify that I am the parent or guardian of the minor signing above and consent without reservations to the release agreement signed by him or her.

Parent/Guardian Signature

Date

Interviewer:

Signature

Date