

Model Release Form

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Model Release Form

This Model Release Form (this "Release") is made on [Date of this Release] between [Company or photographer's full legal name] of [Company's address] (the "Company") and [Subject's full legal name] of [Subject's address] (the "Subject"). Each is a "Party" and together they are the "Parties".

The Subject was, or will be, photographed and/or filmed by or for the Company on [Date(s) of the shoot, or "various dates"] at [Location of the shoot] (the "Session"), producing photographs, video, audio and other recordings of the Subject's image, likeness and voice (the "Images"). This Release sets out the Subject's consent for the Company to use the Images, the scope of that use, and the Subject's release of claims connected with it.

1. Grant of Rights

The Subject grants the Company an irrevocable, worldwide, royalty-free right and permission to use, reproduce, publish, distribute, exhibit, display, broadcast, digitize, edit, alter, crop, retouch and create derivative works from the Images, and to use the Subject's name, likeness, voice, biographical information and any statements the Subject makes during the Session, in any and all media now known or later developed.

This grant is not exclusive: it does not restrict the Subject from appearing in, or granting likeness rights for, other photographs, film or recordings taken at a different session, for another company. It does not give the Subject any right in the Images themselves — the Company owns the copyright in the Images (the photographs and recordings as creative works) as the creator of that work; this Release only grants the Company permission to use the Subject's likeness within them, and does not transfer any right the Subject holds in the Subject's own separate works or property.

2. Scope of Use

The Images may be used for [Permitted uses, e.g. advertising, editorial, commercial, social media, website and print]. Use is not limited to a specific product, campaign or publication unless stated here: [Any use restrictions, or "None"].

The grant in this clause covers use in the media stated above, without geographic limit and without limit on the number of times the Images are used, for the duration stated in clause 5.

3. Consideration

In exchange for the rights granted in this Release, the Company shall pay the Subject [Payment amount, or "no payment; a copy of the edited Images"] . The Subject acknowledges that this consideration, however small, is sufficient and that the Subject has received it, or will receive it, in full before the Company's first use of the Images under this Release.

4. Waiver of Inspection and Approval

The Subject waives any right to inspect or approve the finished Images, or any advertising, editorial or other copy that uses them, before the Company's first use, and waives any right to additional compensation for any particular use beyond the consideration stated in clause 3.

5. Duration

This grant applies for [Duration, e.g. "in perpetuity" or a stated term of years] from the date of this Release. Where the Subject and Company agree a shorter term, the Company shall stop new uses of the Images after that term ends, but is not required to recall or destroy copies already published or distributed before it ended.

6. Release from Claims

The Subject releases the Company, and the Company's licensees, assigns, employees and clients, from any claim arising from the use of the Images as permitted by this Release, including any claim for libel, invasion of privacy, or infringement of the Subject's right of publicity, and including any claim based on the Images being used in combination with other images, text or audio, or on optical or other distortion, blurring, alteration, or the use of a fictitious name in connection with the Images.

This release does not extend to a use that falls outside the scope granted in clause 2, to a use obtained by fraud on the Company's part, or to a claim that cannot lawfully be released.

7. Revocation

This Release is irrevocable once given. The Subject may ask the Company in writing to stop a specific ongoing use, and the Company will consider that request in good faith, but the Company is under no obligation to grant it, and is not required to recall, alter or destroy Images already published or distributed under this Release before the request was received.

8. Subject's Warranty and Capacity

The Subject confirms that the Subject is at least eighteen (18) years old and has full legal capacity to sign this Release, or, where the Subject is a minor, that the Release is signed by the Subject's parent or legal guardian under clause 9. The Subject confirms that the statements made in this Release are true, that the Subject has read it in full before signing, and that the Subject is not relying on any promise or representation by the Company that is not written in this Release.

9. Parent or Guardian Consent (Minors Only)

Where the Subject is under the age of majority in the Subject's place of residence, this clause applies and the Subject's signature below is given by a parent or legal guardian on the Subject's behalf instead of by the Subject directly. By signing in that capacity, the undersigned confirms that they are the parent or legal guardian of the Subject and, having read this Release in full, consents on the Subject's behalf to the grant of rights, scope of use, release from claims and every other term of this Release. Where the Subject is not a minor, this clause does not apply and the Subject signs in the Subject's own capacity.

10. Governing Law and General

This Release and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of California] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Release is the entire agreement between the Parties about the use of the Images and replaces any earlier discussion or understanding about it. It binds and benefits the Parties and the Company's successors and assigns. If any provision is held unenforceable, the rest continues in force. This Release is not binding until it has been signed and dated by the Subject (and, where clause 9 applies, by a parent or guardian), and may be signed by electronic signature.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Subject (or Parent/Guardian if the Subject is a minor)

Signature:

Printed name:

Date:

Company

Signature:

Printed name:

Company:

Title:

Date: