



THE 1990 INSTITUTE
RELEASE FORMS
New Asian American Voices

Introduction

This document contains forms that are commonly used in video, documentary, and photo shoot projects. Obtaining proper written permissions is the responsibility of the student (“**Producer**”) who is creating the content or the parent or legal guardian if the student is a minor (under the age of 18). Depending on what you plan to do, not all forms will be needed. Please contact the 1990 Institute (naav@1990institute.org) if you need further explanations or help with these forms.

Appearance Release Form and Minor Appearance Release Form

When the submission involves the Producer recording a video or taking still photo(s) of selected people (“**Subject**”), an Appearance Release should be obtained for each of the Subjects. Keep in mind that the producer could also be a Subject as well. There are two versions of the Appearance Release and the form to use depends on whether a selected person is under the age of 18. Only one of the two Appearance Release forms needs to be filled out. People in random street shots/recording do not need to fill out the release form.

If you’re working with professional actors and personalities, you may need a special actor/model release form (not provided) or they may give you a release form.

Appearance Release

Use for those are 18 years or older appearing in photographs or videos.

Minor Appearance Release

Use for those under the age of 18 appearing in photographs or videos. The appearance release must be signed by a parent or legal guardian.

Location Release Form

Complete this form if you are taking video on private property that you do not own.

Location Release

Use when you are videoing on **private** property you do not own. For locations, it’s important to know who actually owns the non-public building or land you want to video on and also to find out who the current occupier is. For example, if you are videoing in a rented house you should get permission from the landlord as well as the tenant who is renting the property.



Materials Release Form

Complete this form if you decide to, in your video, include footage or photos created by third parties that are not explicitly stated as in the Public Domain. It is the Producer's responsibility for obtaining permission from the owner or license holder to use photographs, audio, video, or other media that may be copyrighted or owned by others. You may be able to claim **Fair Use** if you are unable to find the original creator or obtain permission if the chosen clips are short and for non-commercial educational purposes.

Materials Release

Use the Material Release for works created or produced by third parties. If the content for the entry contains all original materials created by the students, this form is not needed.

If you are unable to locate the owner or license holder, please document that attempts were made.

Please email us at naav@1990institute.org if you have any issues or questions.

Thank you.



APPEARANCE RELEASE

Video (Working Title): _____ (the "Video")

Person Appearing:

Production Date(s):

Production Location(s):

I am at least 18 years of age and authorize _____ ("Producer"), Producer's agents, successors, assigns, and designees to record my name, likeness, image, voice, sound effects, interview and performance on video, tape, or otherwise (the "Recording"), edit such Recording as Producer may desire, and incorporate such Recording into the Video or other works and all related materials thereof, including, but not limited to promotion and advertising materials. It is understood and agreed that the Producer shall retain final editorial, artistic, and technical control of the Recording and content of the Recording. Producer may use, and authorize others to use, the Recording and any portions thereof in all markets, manner, formats and media, whether now known or hereafter developed, throughout the world, in perpetuity. Producer, and Producer's successors and assigns, shall own all right, title and interest, including the copyright, in and to the Recording including all related materials, to be used and disposed of, without limitation, as Producer shall in Producer's sole discretion determine.

Signature:

Address:

City: State: Zip:

Telephone:

E-Mail:

Date:



MINOR APPEARANCE RELEASE

Video (Working Title): _____ (the "Video")

Person Appearing:

Parent or Guardian:

Production Date(s):

Production Location(s):

As parent or guardian of _____, who is under the age of 18 years ("Child"), I authorize _____ ("Producer"), Producer's agents, successors, assigns, and designees to record Child's name, likeness, image, voice, sound effects, interview and performance on video, tape, or otherwise (the "Recording"), edit such Recording as Producer may desire, and incorporate such Recording into the Video or other works and all related materials thereof, including, but not limited to promotion and advertising materials. It is understood and agreed that the Producer shall retain final editorial, artistic, and technical control of the Recording and content of the Recording. Producer may use, and authorize others to use, the Recording and any portions thereof in all markets, manner, formats and media, whether now known or hereafter developed, throughout the world, in perpetuity. Producer, and Producer's successors and assigns, shall own all right, title and interest, including the copyright, in and to the Recording including all related materials, to be used and disposed of, without limitation, as Producer shall in Producer's sole discretion determine.

I represent, as parent or guardian of Child, that we shall both be bound by the terms of this Appearance Release.

Name of Child:

Signature of Parent or Guardian:

Address:

City: State: Zip:

Telephone:

E-Mail:

Date:



MATERIAL RELEASE

Video (Working Title): _____ (the "Video")
Description of Material _____ (the "Licensed Material")
Licensor: _____ ("Licensor")

Licensor hereby grants to _____ ("Producer"), including their successors and assigns, the non-exclusive right to reproduce the Licensed Material, in whole or in part, for use in the Video, including all versions thereof and all materials relating thereto, including advertising and promotion. Producer, and its successors and assigns, shall own in perpetuity without limitation, all right, title and interest, including copyrights, in and to the Video, to be used and disposed of throughout the world as Producer shall determine in their sole discretion, including without limitation to distribute the Video in all manner, format and media, whether now known or hereinafter developed. Licensor represents and warrants that Licensor owns or possesses all rights to the Licensed Material necessary for the grant of this license, and that the rights granted hereunder will not conflict with or violate any other commitment, agreement, or understanding Licensor has or will have to or with, nor infringe upon any rights of, any person or entity. Licensor shall indemnify and hold harmless Producer and their successors and assigns, and any downstream licensees and their officers, directors, assignees, agents, and employees, from and against any and all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of any inaccuracy or breach of the foregoing representations and warranties of Licensor.

Signature:
Address:
City: State: Zip:
Telephone:
Date:
E-Mail:



LOCATION RELEASE

Video (Working Title): _____ (the "Video")
Location: _____ ("Location")
Location Owner or Authorized Agent [name and address]:
_____ ("Owner")
Producer: _____ ("Producer")
Date(s) of Recording: _____

Producer and Owner agree as follows:

Owner agrees that Producer and persons designated by Producer may be in, on, or about the Location on the date(s) indicated above, for the purposes of preparing or making the Video, including the making of photographs, video, and sound recordings (the "Recordings"). Producer shall hold Owner harmless from and indemnify Owner against any damage to the Location caused by Producer or any persons designated by Producer to be on the Location, and against any injuries occurring to persons designated by Producer to be on the Location.

Owner authorizes Producer to make photographs, video, and/or sound recordings of the Location, and use them, in whole or in part, in connection with the Video and all materials relating thereto, in all manner and media as Producer shall determine in Producer's sole discretion. Producer, and Producer's successors and assigns, shall own in perpetuity without limitation all right, title and interest, including copyrights, in and to the Video (including the Recordings), to be used and disposed of throughout the world as Producer shall determine in Producer's sole discretion, including without limitation to distribute the Video in all manner, format and media, whether now known or hereinafter developed. Owner represents and warrants that Owner has the right to enter into this agreement and that the rights Owner has granted hereunder will not conflict with or violate any commitment, agreement, or understanding Owner has or will have to or with, nor infringe upon any rights of, any person or entity. Owner expressly releases Producer and Producer's employees, directors, officers, agents, assignees, and licensees from all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of any inaccuracy or breach of the foregoing representations and warranties of Owner.

Agreed and Accepted By:

PRODUCER _____ OWNER: _____

Date:

Date: