

# TROPFEST NEW ZEALAND

THE WORLD'S LARGEST SHORT FILM FESTIVAL

## RELEASE FORM\*

Name: \_\_\_\_\_ (Contributor)

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

Film: \_\_\_\_\_ (Film)

Producer: \_\_\_\_\_ (Producer)

Payment (if any): \_\_\_\_\_ (Payment)

1. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Contributor agrees to participate and/or appear in and in connection with the Film being produced by Producer.

2. Contributor hereby grants to Producer and its respective parents, affiliates, subsidiaries, licensees and assigns:

a. the right (but not the obligation) to film, tape, photograph and otherwise visually and audio-visually record Contributor and to record Contributor's voice, conversations, sounds and performances in and in connection with the Film ("Material"); and

b. the right (but not the obligation) to include the Material, in whole or in part, in the Film, its publicity, and any other productions of the Producer and to exploit the Material by way of the Film, its publicity and such other productions.

3. Contributor hereby acknowledges and agrees that all of the results and proceeds of contributor's participation, appearance, services and the Material (collectively, "Results and Proceeds") shall be deemed work commissioned by Producer within the meaning of Section 21 (3) of the Copyright Act 1994..." Contributor further agrees that Producer shall be the

exclusive owner of the Material, the Results and Proceeds, the Film and all rights therein including, without limitation, all copyrights (and renewals and extensions thereof), in perpetuity throughout the universe, in any and all languages, in all media (whether now known or hereafter devised) to:

- a. exhibit, broadcast, use, reproduce and license others to use as Producer sees fit all or any part of the Film and/or the Results and Proceeds;
- b. edit, dub, subtract from, add to or modify the Material and/or Results and proceeds in any manner, combine it with any other material and/or incorporate it into other films, projects or programs; and
- c. use and license others to use Contributor's name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Film, the Results and Proceeds and/or any portion thereof, throughout the universe in all media, whether now known or hereafter devised, an unlimited number of times in perpetuity.

4. Contributor agrees, if reasonably required by the Producer, his or her or its successors, assigns and licensees to participate in publicity appearances in connection with the Film.

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This is a sample release form and is only intended as a starting point to show you what needs to be included in a film release form. You should not rely on it until you have sought independent legal advice.

5. Contributor represents and warrants with and to Producer, and anyone authorized by Producer, his or her or its successors and assigns, that:

- a. Contributor has all the rights and authority to enter into this Release and to grant the rights granted herein;
- b. Contributor's membership of any guild, in his or her capacity as a performer, does not prevent or limit Contributor entering into this Release and providing his or her services under and in accordance with this Release; and
- c. the Material (if any) does not, and will not, infringe the rights (including intellectual property rights) of any person.

6. Contributor agrees to indemnify Producer and successors, assigns, licensees, employees and agents, and hold them harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable attorneys' fees), judgments and penalties arising out of, resulting from, or based upon any breach by Contributor of any representations and warranties as set forth in this Release. The obligation in this paragraph shall survive the termination or expiration of this Release.

7. Contributor voluntarily assumes any and all risks, known or unknown, associated with his or her participation in the Film and actions and undertakings in connection with the Material, Results and Proceeds and the Film.

8. All matters pertaining to this Release shall be governed by the laws of New Zealand applicable to agreements executed and fully performed within New Zealand without regard to its conflict of law provisions. Contributor's remedies for any breach of this Release by

Producer or others will be limited to an action for damages and in no event shall Contributor be entitled to enjoin or restrain the production, distribution, exhibition, promotion or advertising of the Film. This Release contains the entire understanding relating to the subject matter contained herein and shall supersede all prior written or oral agreements between Contributor and Producer.

**Agreed and Accepted:**

Name: \_\_\_\_\_

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

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

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

**If Signatory is under 18:**

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever, and I hereby fully and unconditionally guarantee my child's/ward's releases, waivers and grant of rights as set forth above.

Name of Parent or Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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