

STANDARD RELEASE FORM FOR MINORS (WITH PAYMENT)

NAME OF PARTICIPANT MINOR:.....(the “**Performer**”)

1. In full and final consideration of [X Agency] (the “**Agency**” which expression shall be deemed to include the Agency's successors in title, licensees and assigns) paying me, acting on behalf of the Performer, the sum of £[x] as a fee (including any reasonable expenses) for the opportunity to appear in the [Y Campaign] (the “**Campaign**”), I hereby consent to the Performer being filmed and recorded for the Campaign which the Agency intends but does not undertake to produce.
2. In consideration for this sum, I hereby irrevocably and unconditionally assign on behalf of the Performer to [X Agency] (the “**Agency**”) and [Y Advertiser] (the “**Advertiser**”) and their successors and assigns and to such other persons as the Agency or the Advertiser may designate from time to time, all copyright and other rights, title and interest (including without limitation Performer's property rights (if any) and rights of communication to the public); and I further grant the Agency and the Advertiser the absolute right to use the Performer's likeness, performance and photograph(s) (the “**Contribution**”), in whole or in part, in conjunction with the Performer's own name or a fictitious name for advertising, publicity, trade or any other lawful purpose whatsoever, in any media now known or hereafter invented throughout the universe in perpetuity.
3. On behalf of the Performer, I irrevocably grant the Agency and/or the Advertiser all consents and waivers under Part II of the Copyright Designs and Patents Act 1988 as amended and hereby waive any so-called “moral rights” or any other rights that I or the Performer may have to inspect and approve them, or the use to which they may be supplied. The Agency and/or the Advertiser shall be entitled to cut, edit, modify, add to, dub or alter the Contribution at their absolute discretion and shall not be obliged to use the Contribution at all. I also acknowledge that all images and photographs taken of the Performer shall belong to the Agency and/or the Advertiser.
4. I confirm that, to the best of my knowledge and belief, I am not aware of any reason why the Performer should not appear in the Campaign nor am I aware of anything that may discredit or damage the reputation of the Agency, the Advertiser or its products or services by his/her Contribution. I also warrant that this Agreement does not in any way conflict with any existing commitment on my part or that of the Performer [and I will not authorise the use of the Performer's image, likeness or name in connection with any advertising or marketing of any product which is a direct competitor of the Advertiser's products].

5. Neither the Agency nor the Advertiser shall be liable to the Performer or the Performer's legal representative for any loss or damage or injury to the Performer or the Performer's property caused or suffered in connection with the Campaign unless directly caused by the negligence of the Agency or the Advertiser and recoverable on that ground.
6. On behalf of the Performer, I agree that the Performer's rights and remedies hereunder shall be limited to the Performer's rights to recover damages (if any) and in no event shall I be entitled to any equitable or injunctive relief.
7. On behalf of the Performer and myself, I agree not to disclose any information of any nature relating to the Campaign, the Contribution, materials relating to the Agency or the Advertiser, or any of the Agency's general affairs to any person.
8. This release shall be binding upon, and shall inure to the benefit of, the Performer's heirs, executors, administrators, successors and assigns.
9. This release constitutes the entire agreement between the Performer and the Agency save that nothing herein shall exclude liability for fraudulent misrepresentation.
10. On behalf of the Performer, I agree that this release form shall be governed by the law of England and Wales and that any dispute arising in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

..... Date:
AGENCY REPRESENTATIVE

..... Date:
PARTICIPANT MINOR
(print name)

DOB:
ADDRESS:

I represent that I am the parent or legal guardian of the minor who has signed the above release, and I hereby agree that the said minor and I will be bound thereby.

..... Date:
PARENT/LEGAL GUARDIAN
(print name)