

STANDARD RELEASE FORM: MEMBERS OF THE PUBLIC (NON-PAYMENT)

NAME OF FEATURED INDIVIDUAL:.....

1. I hereby irrevocably and unconditionally assign 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 my 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 my likeness, performance and photograph(s) (“Contribution”), in whole or in part, in conjunction with my own name or a fictitious name for advertising, publicity, trade or any other lawful purpose whatsoever, in any media now known or hereafter invented worldwide in perpetuity.
2. 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 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 me shall belong to the Agency and/or the Advertiser.
3. I confirm that, to the best of my knowledge and belief, I am not aware of any reason why I 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 my Contribution. I also warrant that this Agreement does not in any way conflict with any existing commitment on my part [and I will not authorise the use of my image, likeness or name in connection with any advertising or marketing of any product which is a direct competitor of the Advertiser’s products].
4. Neither the Agency nor the Advertiser shall be liable to me or my legal representative for any loss or damage or injury to me or my 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.
5. I agree that my rights and remedies hereunder shall be limited to my rights to recover damages (if any) and in no event shall I be entitled to any equitable or injunctive relief.

6. 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.
7. This release shall be binding upon, and shall inure to the benefit of, my heirs, executors, administrators, successors and assigns.
8. This release constitutes the entire agreement between myself and the Agency save that nothing herein shall exclude liability for fraudulent misrepresentation.
9. 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:
FEATURED INDIVIDUAL*
(print name)

DOB:
ADDRESS:

* I confirm that I am over 18 years of age (if this is not the case, the Standard Release Form for Minors should be signed in the alternative).