

## LEGAL DISCLAIMER

*The copyright in and to the sample contracts herein is owned and retained by the originator of the work ("the Owner"). These sample contracts and documents have been created for your general information only. The Owner, the authors, and the publishers cannot therefore be held responsible for any losses or claims howsoever arising from any use or reproduction. Nothing in this document should be construed as legal advice. The information provided and the sample contract and documents are not a substitute for consulting with an experienced entertainment lawyer and receiving counsel based on the facts and circumstances of a particular transaction. Furthermore case law and statutes and European and International law and industry practise are subject to change, and differ from country to country.*

*This contract has been compiled by solicitors who wish to emphasise that these notes and agreements are not a substitute for specific legal advice and are designed for very general guidance only.*

### **Release Form**

**This is a guideline only and should not be relied upon without taking legal advice.**

From: *(name of individual)* of *(address)*

To: *(name of company)* ("the Company" which shall include it's successors, assigns and licensees)

of *(address)*

Dated: *(date)*

Dear Sirs

*(Name of the film)* (the "Film")

1. In consideration of the sum of £1 (*or any other amount*) now paid by the Company to me (the receipt of which I acknowledge) I warrant, confirm and agree with the Company that the Company shall have the right to exploit any films, photographs and sound recordings made by the Company for the Film in which I feature, or any literary, dramatic, musical or artistic work or film or sound recording created by me or any performance by me of any literary, dramatic, musical or artistic work or film or sound recording included by the Company in the Film in any and all media by any and all means now known or invented in future throughout the world for the full period of copyright, including all renewals, revivals, reversions and extensions.

2. I irrevocably and unconditionally grant to you all consents required pursuant to the Copyright, Designs, and Patents Act 1988 Part II \* or otherwise under the laws in force in any part of the world to exploit such performances.

3. I irrevocably and unconditionally waive all rights which I may have in respect of the Film pursuant to the Copyright, Designs and Patents Act 1988 Sections 77, 80, 84 and 85\*\*.

4. I consent to the use by the Company of my name, likeness, voice and biography in connection only with the Film.

5. The Company may assign or licence this agreement to any third party.

6. This letter shall be governed by and construed in accordance with the law of England and Wales and subject to the jurisdiction of the English Courts.

Yours faithfully

*(signature of the individual)*

*\* the "Performers Rights"*

*\*\* the Moral Rights of an author*

#### *Accompanying Notes*

*Note 1: The release form covers any work created by the individual. This form is more comprehensive than the Performer's Consent which does not contain an assignment of copyright (as there is no copyright as such in a performance) and covers an assignment of any artistic material contributed by the individual to the producer.*

*Note 2: Consideration must be given in any contract. A contract requires an offer, acceptance and consideration. It is a legal necessity. ("Consideration" does not have to be money, it can be provided by, for example, giving up a legal right).*