

# Directing Change Program and Film Contest Project Waiver and Release Form (For All Cast and Crew)

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

School or Organization Name : \_\_\_\_\_

1. In consideration of my participation in the production title ("Film") as part of the Directing Change Program and Film Contest, I hereby consent to the photographing, recording, or reproduction in any other manner of my likeness, voice and activities, in whole or in part, including the use of video and audio recordings and web use (hereafter "recordings"). I hereby waive any right that I may have to inspect or approve the finished audio and/or video recordings that may be used in connection herein. I understand that I will receive no monetary compensation for my participation in this production, nor may I make any monetary claim in the future for this participation.
2. Filmmaker(s) and the Directing Change Program and Film Contest shall be the exclusive owner(s) of "Film" and "Recordings" giving them the right to, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media know known or hereafter invented: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Film and the Recordings; (b) edit, dub, subtract from, add to or modify the Recording and the Film 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 my 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 Recordings, the Film, and in connection with The Directing Change Program's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.
3. I represent that any music, images or other materials in the Recordings and the Film (and my furnishing of Pre-existing Materials, if any) are original or in the public domain and will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this Waiver and Release ("Release") and to grant the rights granted herein.
4. As used in this Release: (a) the term "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term "Released Parties" means and refers to Filmmaker and the Directing Change Program and Film Contest and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.
5. I voluntarily assume any and all risks, known or unknown, associated with my participation in the Directing Change Program & Film Contest and actions and undertakings associated with my participation and the subsequent or simultaneous dissemination of the Recordings (collectively "my Participation"). I acknowledge that my Participation may present certain risks to me, and I hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means.
6. I and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the Released Parties related to or arising from my Participation, including, without limitation, travel to and from any location used in connection with the Film and Recordings, travel to and from the award ceremony, the making, taping, production, use, editing, distribution, licensing, and/or promoting of the Film and the Recordings and/or any portion thereof, including, without limitation, any claims, actions or lawsuits for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress.
7. I represent that I am at least 18 years of age, and that if I under 18 my parent or legal guardian has signed below.
8. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

## Agreed and Accepted:

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: \_\_\_\_\_