

Release Form Information

We have attached 3 release forms that you can use and amend for your purposes:

1. Adult and Child Release Forms

It is good practise to ask all of the people in your film to sign a release form. Adults are aged 18 years upwards. If someone is aged 16-17 years they can sign the form but you must give them a letter to take home to their parents explaining what the film is about.

If they are below 16 years their parents or guardians must sign the consent form.

2. Location Release Form

You cannot film on private property without consent. This includes areas you may think are public, including parks, libraries and schools. Before filming find out who owns the property or land and ask for their permission. A location release form protects you and the owners of the property. If you do not have insurance you must tell the owner since you may not be allowed to film if you are not covered.

Most local authorities have someone who is dedicated to providing permissions for filming. Contact them before you start filming.

3. Materials Release Form –

(Information provided by www.planet-scicast.com/film_school)

If you use *anything* from somebody else - a bar of music, a still photograph, a single frame of video then you need to have permission to use it.

The only way to be absolutely 100% sure that your film can be published is to make it yourself.

You cannot do the following:

- Use music from CDs bought in shops, from films, or from TV shows.
- Use video clips taken from the BBC archives website, or from other downloads.
- Use videos taken from YouTube.
- Use illustrations scanned from textbooks.
- Use professional photographs taken from websites.
- Use music performed by you or a friend but composed by someone else composed by somebody else

As a rule-of-thumb: **If somebody's selling it commercially, you can't use it.**

So, what can you do?

You can use anything that the copyright holder allows you to use, so long as you follow the conditions they specify.

1. Music from loops or editing software

If your editing software came with music loops or clips, or you have music software like GarageBand or Steinberg Sequel then you're probably OK. Check the precise terms and conditions, if you can. We know you're OK with Apple's GarageBand, for example.

This works because the music loops are provided with open licenses, and the final composition is yours.

2. Material owned by a friend, for which they give you permission

Need a photo of Tower Bridge, and have a friend who was there last year? By all means use their photo, if they'll let you. Make sure you explain what's going to happen to their picture, and how it's going to be licensed, so they know what they're agreeing to. You might want them to sign a materials release form so you can demonstrate that you've done everything properly.

The same applies to music they've recorded for you — as long as they composed the track themselves. If it's somebody else's music and they're just performing it, you're back to square one.

EXAMPLE ADULT RELEASE FORM

TO: [YOUR ADDRESS]

DATE: _____

Dear [YOUR NAME]

Re: NAME OF YOUR FILM (“the Programme”)

I agree to the recording and broadcasting of the contribution given by me to [date] _____
to be used in connection for the film; [NAME OF YOUR FILM], and all related media.

I give you all the permissions you need from me, including the waiver of my moral rights, to copy, exhibit, transmit, and broadcast my contribution including my image without time limit in all countries in world by all means and in all media.

I accept that you may cut and edit my contribution as you wish and use it in the Programme (including using it to publicise the Programme and related online and offline projects and related publicity organised. This editing will be in accordance with current broadcasting regulations in the United Kingdom.

Yours faithfully,

Signature

IMPORTANT (please print)

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

EXAMPLE PARENT/GUARDIAN RELEASE FORM

TO: YOUR ADDRESS

DATE: _____

Dear (YOUR NAME)

Re: (YOUR NAME) Recorded Contribution (“the Programme”)

I agree to the recording and broadcasting of the contribution given by my child to you on _____ [date] to be used in connections with (YOUR FILM) the nature of which has been fully explained to me through your brief on the reverse of this letter, and all related media (YOU MUST INCLUDE AN EXPLANATION OF THE FILM).

I give you all the permissions you need from me including the waiver of their moral rights, to copy, exhibit, transmit, and broadcast the contribution and their image without time limit in all countries in the world by all means and in all media.

I accept that you may cut and edit the contribution as you wish and use it in the Programme (including using it to publicise the Programme and related online and offline projects and related publicity). This editing will be in accordance with current broadcasting regulations in the United Kingdom.

Yours faithfully,

Signature _____

Parent/Guardian
Of _____ (Print name of child)

IMPORTANT (please print)

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

EXAMPLE LOCATION RELEASE FORM

[Name and address of owner of property]

Date:

Dear Sirs

_____ ("**the Property**")

We write to confirm our agreement that,

1. You will allow [Your Name] and those authorised by us the right to use [Location Address] during on the agreed date(s) to film, photograph and record all of the property, and to bring any equipment needed to do so.
2. We will be filming at the location from [start date] until [end date] as mutually agreed.
3. All rights in the films, photographs and recordings made and/or taken by us at the property will be ours and we will be entitled to use the footage as you choose. You have given us permission to refer to the Property by its real name or by a fictitious name or not to refer to the Property by name and have no obligation to you to use the footage.
4. You agree that we have the right to make temporary changes, additions and alterations in and to the Property. We will restore the Property to its original condition immediately after filming has finished.
5. We will endeavour to take care of the property while we are filming, however we do not have insurance and have made you aware of this.
6. This agreement shall be freely assignable by us and shall be interpreted in accordance with the laws of England and Wales.

Kindly indicate your acceptance of the above by signing and returning to us a copy of this agreement.

Yours faithfully

Read and agreed by

for and on behalf of [your name]

Owner of the property or person authorised
to give permission

EXAMPLE MATERIALS RELEASE FORM

Address:

Date:

Dear Sirs,

"Material" means the photograph/ music/ moving footage/ video recording taken/ provided by you

We write to confirm our agreement as follows:-

- 1 You give us the non-exclusive right to record, copy, reproduce, broadcast, transmit and perform all or part of the Material for and/or in connection with the production of the agreed film and the film's promotion throughout the world for the entire period of copyright in the Material.
- 2 By signing this you agree that you are entitled to give us the rights referred to above and that (a) giving us these permissions does not (i) infringe the copyright or any other personal or property rights of any person or (ii) to the best of your knowledge and belief be in breach of any laws or regulations or (iii) entitle anyone to claim any payment from us and (b) that anyone appearing in the Material has given you their consent, enabling you to let us use the material.
- 3 We agree that we will only use the Material as agreed in this document and we will compensate you for all and any costs, claims, expenses and liabilities (including, without limitation, legal fees and any sums paid on the advice of Counsel) resulting from breach by us of any of the agreements and/or warranties and/or undertakings on our part contained in this agreement and you hereby indemnify us against all and any costs, claims, expenses and liabilities (including, without limitation, legal fees and any sums paid on the advice of Counsel) resulting from breach by you of any of the agreements and/or warranties and/or undertakings on your part contained in this agreement.
- 4 You will make available to us on request (INSERT FORMAT i.e. DVD) of the Material.
- 5 You may terminate this agreement at any time by giving us notice in writing at the above address and we will endeavour to remove the material from all websites, and to cease the use of the Material.
- 6 This agreement is in accordance of the laws governing England and Wales.

Yours faithfully

Read and agreed by

for and on behalf of
[YOUR NAME]

authorised for and
on behalf of
[MATERIAL OWNER]