



# PRODUCTION RELEASE

For the purposes of this Video & Photography Release ("**Release**") "I" or "me" refers to you either as (1) an individual or (2) the owner or person responsible for the Premises (defined below) or both (1) and (2), as applicable. In consideration of the opportunity afforded to me to participate in the production, I hereby state and agree to the following:

## I can be filmed & photographed

I hereby grant to SmartShoot, Inc., their agents, successors, authorized licensees, assignees and affiliates, and their respective employees, officers, directors, shareholders, and representatives (collectively "**Producers**") the right and permission to film, photograph and record me and to use my name, voice, image, likeness, information about me and any ideas or materials that I provide Producers (collectively, the "**Materials**") in works created by Producers (the "**Program**") and in connection with advertising, publicizing, broadcasting, producing and exploiting, including sublicensing or assigning, the Program, in any and all media now known or hereafter developed, in perpetuity, throughout the universe. I understand that Producers are under no obligation to incorporate my appearance in the Program and I hereby agree that I will not receive any "financial compensation or cash payment for the rights or permissions granted by me under this Release.

## My property can be filmed\*

I hereby grant Producers (including Producers' personnel and actors) the right and permission to enter, use and bring equipment onto and in the Premises (including the exterior and interiors) located at the following address

\_\_\_\_\_ ("**Premises**") on or about \_\_\_\_\_ [Insert Date of Shoot], to "film, photograph, reproduce or depict the Premises or any other materials or objects on and in the Premises (including, but not limited to, all names, addresses, logos and trademarks and people). I understand that Producers are under no obligation to use the Premises as stated herein. Producers agree to use reasonable care to prevent damage to the Premises. All physical embodiments of "filming, photography, recording on the Premises and all intellectual property rights therein and made hereunder will be known as the "**Footage**".

## The Footage

As between Producers and I, Producers own all right, title and interest including all intellectual property rights in and to the Footage. Producers will have the right to use the Footage, in whole or in part, in connection with the Program (including, without limitation, in advertising, publicizing, broadcasting, producing and exploiting, including sublicensing or assigning, the Program), in any and all media now known or hereafter developed, in

perpetuity, throughout the universe. I waive any moral rights that I might otherwise be deemed to have in the Footage.

## I agree not to sue etc.

I agree not to sue, and irrevocably, unconditionally and entirely release, and hold Producers, client and any licensees or assignees of the platforms on which the Program is distributed and the sponsors and advertisers thereof ("**Releasees**") harmless from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I ever had, now have, or in the future may have against the Releasees relating in any way to this Release and the Footage, Materials or Program, including my appearance in the foregoing or in any other materials in which the Footage or Materials are used including claims for invasion of right of privacy, right of publicity, defamation or copyright infringement. I understand that I may not seek any injunctive or equitable relief from any of the Releasees (such as the termination of this Release or stopping the usage or distribution of the Footage and Materials or the Program).

## Other Stuff

I represent and warrant that I have the full right to enter into this Release and that I am authorized to grant all rights set forth herein. I agree that Producers may license, assign, or otherwise transfer the rights and permissions granted to them under this Release to any entity or persons. This is the complete and binding agreement between Producers and me and supersedes any other discussions or understandings I may have had with the Producers about the Footage and Materials. If any provision of this Release is invalid, the other provisions will remain in effect to the maximum extent permitted by law. This Release is governed by the laws of the state of California without regard to the conflict of laws provision. I agree that if I bring any claim related to this Release, I must bring it in state or federal court in San Francisco County, California, and I hereby consent to jurisdiction in those courts. This Release cannot be or modified or terminated except by a written agreement signed by both the Producers and me.

Name (please print)	Signature	Date	Short Description of Signer – SHOOTER USE ONLY
Reserved for Owner	Reserved for Owner		

**\*\*If any above signatory is under 18 years old, the parent or legal guardian of such person must also sign above and affirms the following:** I am the parent (or guardian) of minor child signing above and I hereby consent to the foregoing on behalf of such minor child and personally join in the representations set forth above



## Footage/Graphics/Still Photograph Release

*Please complete this form when supplying photography, video, logos or graphics to be used in your SmartShoot video production.*

**Licensors:**

**Description of Footage/Stills (the "Property"):**

**Address:**

**Phone:**

**Email:**

For good and valuable/promotional consideration, the receipt and sufficiency of which Licensors hereby acknowledges, Licensors hereby grants SmartShoot. ("Producer") and its successors, licensees and assigns, the non-exclusive right, but not the obligation, to incorporate the:

☐ **Logos/Graphics**

☐ **Video Footage**

☐ **Still Photographs**

described above in the video and all versions and derivative works based thereon (collectively the "Production"), and to use and authorize others to use the Property as so incorporated in the Production, in the distribution, sale, licensing, marketing, advertising, promotion, exhibition and any other exploitation of the Production in all markets and media (whether now known or hereafter developed), throughout the universe, in perpetuity.

Producer shall have the right to edit, add to and/or delete from the Property for use hereunder. Licensors warrants and represents that Licensors has the right to grant all rights granted herein, that the Property is free and clear of any liens or claims with respect to the use of such Property in the manner authorized herein, that the consent of no third party is necessary to grant the rights granted herein and that such use authorized herein will not give rise to any claims of infringement, invasion of rights of privacy or publicity or claims for payment of re-use fees or residuals or any other claims. Licensors agrees to indemnify and hold Producer and its successors, licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable outside attorneys' fees) arising out of any breach of the foregoing warranties. Licensors agrees that it does not have the right to seek injunctive or other equitable relief to restrain exercise of the rights granted to Producer in this agreement. Licensors acknowledges that Producer will rely on this permission in using the Property, which is at substantial cost to Producer. Licensors's consent will be acknowledged as follows, subject to Producer's policy as to the form and placement of footage courtesy credits, in such location in the Production as Producer places comparable material:

No casual or inadvertent failure by Producer and no failure by any third party to accord the foregoing credits shall be considered a breach of this agreement. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the state of California.

Agreed and Accepted:

**LICENSOR:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_