

***This sample Release is intended to provide producers with an example of a relevant production agreement and is provided for educational purposes only. Nothing in this sample agreement should be construed as constituting legal advice. It should not be used as a substitute for consulting with legal counsel and receiving advice based on the circumstances of a particular transaction. Applicable law may subject to exceptions and qualifications. Case law and legislation may vary from jurisdiction to jurisdiction.***

**MATERIALS RELEASE FOR USE IN A DOCUMENTARY**

To: [NAME OF PRODUCTION COMPANY] (the “**Producer**”)

Re: “[INSERT TITLE OF PRODUCTION]” (the “**Production**”)

Date: \_\_\_\_\_

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably grants to you and your successors, licensees and assigns the right to use the following materials in connection with the Production:

**Description of materials:**

*[e.g. still photo, web page, book cover & title, name, etc. – or if a list of materials then add ‘see schedule A’ and attach list as schedule]*

(collectively referred to as the “**Materials**”)

The rights herein granted shall extend to and include your use of the Materials in the Production and in any distribution, advertising and/or publicity and ancillary and allied products relating to the said Production, (including without limitation, linear and non-linear CD-Rom, CDI, Internet, electronic publishing and other interactive media products), all of which may be exploited in perpetuity and throughout the universe in all manner whatsoever and all forms of media now know or hereafter discovered with no further obligation to, or consent from, the undersigned being required. The undersigned acknowledges and agrees that the undersigned will have no rights whatsoever in and to the Production. The undersigned further acknowledges that you may add to, subtract from, change, alter, manipulate, enhance, modify, transpose and/or edit the Materials, and/or combine the Materials, or any part thereof, with the works of others at your discretion for the purposes of inclusion in the Production. The undersigned hereby waives any and all moral rights in and to the use by Producer of the Material, as such rights may presently or in the future exist by legislative enactment or otherwise at law or in equity. In no event shall the undersigned be entitled for any reason whatsoever to enjoin, restrain or interfere with the distribution and/or exhibition and/or exploitation of the Production or its advertising or publicity.

The undersigned hereby represents and warrants that he/she/it is the sole owner of copyright and all other rights in and to the Materials and has the right to enter into this agreement and to grant the rights herein granted, and that the consent of no other person or entity is required to effectuate such grant. The undersigned further warrants and represents that the use of the Materials will not violate or infringe upon the trademark, tradename, copyright (including moral rights), artistic, and/or other rights of any third parties, including but not limited to any rights of privacy, publicity or personality. If the Materials depict or represent any living identifiable individuals, the undersigned represents and warrants that he/she/it has the authority and all necessary consents to grant the rights in this release to the Producer to use the Materials in the Production, and as further herein described. The undersigned agrees to indemnify you, your licensees, successors and assigns, and your parent, affiliate, and related entities, shareholders, directors, officers and employees from and against all claims, damages or expenses resulting from the undersigned's breach of the above-stated representations and warranties.

You may assign this agreement and all of its rights and obligations to any party or entity involved in producing the Production. It is specifically understood that nothing contained herein shall be deemed to obligate you to include the Materials in the Production.

This release constitutes a binding agreement and is the entire agreement among the undersigned and Company and supersedes all prior negotiations and communications, whether written or oral; all representations and warranties, whether written or oral, and all documents and writings, whether signed or unsigned, with respect to the subject matter hereof.

This release shall be governed and construed in accordance with the laws of the province of [INSERT PROVINCE] and the federal laws of Canada applicable therein under the exclusive jurisdiction of courts of said province.

Print name of Owner \_\_\_\_\_ Name of Witness \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Signature of Witness \_\_\_\_\_

IF MATERIALS INCLUDE THE DEPICTION OF, OR ARE OWNED BY, OR IDENTIFIES, AN INDIVIDUAL UNDER 18 YEARS OF AGE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AS LEGAL GUARDIAN OR PARENT OF THE CHILD IDENTIFIED BELOW TO AGREE ON THE CHILD'S BEHALF TO GRANT THE RIGHTS TO THE MATERIALS IN THIS RELEASE TO PRODUCER.

Print Name \_\_\_\_\_ Print Child(ren)'s Name(s) \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_