

PERMISSION & RELEASE

Performer /Music – Student Film

Performer: _____

Performance (instrument / song / etc.) _____

The student(s) noted below (collectively, "Filmmaker") are developing a film as part of a Vassar College class project ("Project"):

Filmmaker Names: _____

Title of Film: _____

Summary of Film: _____

On this [DATE], for good and valuable consideration, I agree as follows:

(1) Request. The Filmmaker has requested permission to use my musical performance(s) as described above (collectively, "Performance"), including the right to record my Performance ("Recording") and incorporate the Recording, in whole or in part, in the Project, including in the Film. Notwithstanding the above, I understand that Filmmaker may or may not utilize my Performance or the Recording in the final version of the Film or may not use it when making certain versions of the Film. Entering into this Permission & Release does not obligate Filmmaker to use the Recording or my Performance for the Project.

(2) License. I irrevocably grant the Filmmaker the worldwide, perpetual, royalty-free right to use my Performance in the Recording and in the Project, including the right to reproduce, distribute, create derivative works of, publicly display and perform the Recording in any medium now known or later developed, including, but not limited to, film festivals, social media, and other online platforms, for exhibition, advertising, and other non-commercial and commercial purposes, whether now know or hereinafter invented. Filmmaker may freely sublicense and assign these rights.

(3) Consideration. I acknowledge that my wish to participate in the Project and my ability to include my participation in the Project on my resume/CV, is sufficient consideration for this Permission & Release. I understand that I will receive no monetary compensation of any nature in connection with use of my Performance or the Recording in connection with the Project. Filmmaker may, but shall not be obligated to, acknowledge me in the credits for the Project as follows: [INSERT CONTRIBUTION].

(4) Intellectual Property Rights. Filmmaker owns all right, title and interest, including copyright in the Recording and the Project (including the Film), but I retain any separate ownership rights in the Performance, if any. I understand and agree that I have no right to review or approve use of my Performance or Recording in connection with the Project. I understand and agree that Filmmaker is not granting any rights or license in the Film or Project to me.

((5) Representations and Warranties. I represent and warrant that (A) I am at least eighteen (18) years of age and have the full authority to grant the rights given to Filmmaker hereunder; (B) no consent of any other person is required to grant the permission and release contained herein; (C) my Performance, and its inclusion in the Recording and Film, does not and will not infringe on the

intellectual property or other rights of any person; and (D) I will take no action that could cause fees or reports to be owed or due at any time in the future to any union, guild, collective bargaining organization, performing rights society, or other party based on any use of my Performance in the Recording and Film.

(6) Indemnification; Relief. I will indemnify and hold harmless Filmmaker and Vassar College for any liability and expense (including reasonable attorneys' fees) they may incur based on a third-party claim arising from use of my Performance or the Recording in the Project or breach of any of my commitments in this document. I understand and agree that I am not entitled to seek any injunctive or equitable relief in connection with the Project (including enjoining or otherwise interfering in exploitation of the Project) and that my only remedy in connection with any claim is to seek monetary damages.

(7) RELEASE. On behalf of myself, my heirs, family members, and executors, I irrevocably release the Filmmaker and Vassar College (and its trustees, officers, employees, students, staff, representatives, and agents) from (and will not bring) any claim of any nature, known or unknown, that I have or ever may have, including but not limited to those arising out of invasion of privacy, right of publicity or other civil rights (including NY Civil Rights §§50 and 51), based on use of my Performance or Recording in connection with the Project to the greatest extent permitted by law and waive all statutory rights that would otherwise prohibit a release of future rights that I do not know or suspect to exist in my favor at the time of executing this release.

(8) Reliance; Amendment. I understand that Filmmaker, and their licensees and assigns, will rely on my execution and delivery of this Permission & Release in creating the Film and the Project, and therefore, that I may not revoke my permission or release. This Permission & Release includes all terms concerning or related to the use of my Performance and Recording in the Project and Film (and supersedes any prior oral or written agreement). This Permission & Release may be modified only in an amendment signed by Filmmaker and me.

(9) Governing Law. This Permission & Release is governed by New York State laws and any dispute hereunder may be brought exclusively in the courts located in Dutchess County, New York for state claims and in Westchester County, New York for federal claims.

PERFORMER HAS READ THIS PERMISSION & RELEASE, UNDERSTANDS IT, HAS HAD AN OPPORTUNITY TO REVIEW IT, AND AGREES TO ALL OF ITS PROVISIONS.

Signature of Performer: _____

Printed Name: _____

Address: _____

Email: _____

Phone: _____