

PERMISSION & RELEASE

Location - Student Film

Location Name: _____

Owner of Location: _____

Date(s)/Time(s) of Filming: _____

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, Owner agrees as follows:

(1) Request. The Filmmaker has requested to use my Location for the Film in the role described above in the Project, including in the Film. Notwithstanding the above, I understand that Filmmaker may or may not utilize the Location 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 Location in the Project.

(2) Authorization. I irrevocably grant the Filmmaker the right to enter the Location, and to bring all necessary personnel, equipment and other materials into the Location, on the Date(s)/Time(s) indicated and to make photographs and/or audio/visual recordings in connection with the Project. Filmmaker may freely sublicense and assign these rights. I grant Filmmaker the right to take motion pictures, videotapes, still photographs and/or sound recordings on and of any and all portions of the Location specified and to use all names associated therewith or which appear in, on or about the Location.

(3) Consideration. I acknowledge that my wish to participate in the Project and my ability to include my participation in the Project in advertising and marketing of my Location, 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 Location in connection with the Project. Filmmaker may, but shall not be obligated to, acknowledge the Location 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 Project, including the Film, and may release the Film in all media now known or later developed, including, but not limited to film festivals, social media, and online platforms. I understand and agree that I have no right to review or approve use of my Location 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 the Owner of the property and have the full authority to grant the rights given to Filmmaker hereunder; and (B) no consent of any other person is required to grant the permission and release contained herein.

(6) Care of Property; Insurance. Filmmaker agrees to exercise reasonable care in using the Location and to leave the Location in substantially as good condition as when Filmmaker entered the Location. Location represents and warrants that it has and will continue to maintain customary public liability insurance coverage for the Location for the filmmaking Date(s)/Time(s) indicated above. In support of Filmmaker's Project and upon request from Location, Vassar College agrees to provide a certificate of insurance indicating coverage for the activities of Filmmaker, at the Location, on the Dates/Times indicated above

(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 Location 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. Notwithstanding the above, this section will not release Vassar College or Filmmaker for any property damage caused by Filmmaker or their personnel while filming at the Location.

(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 Appearance 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.

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

Signature of Owner: _____

Printed Name: _____

Address: _____

Email: _____

Phone: _____