

**In some cases when a single documentary subject may be the cornerstone of an entire project, it may be prudent to use a more detailed release which not only grants the right to film a subject and use that material in the project, but outlines the subject's wish to cooperate with the project and also the right of the producer to use materials that the subject may own - like photographs or other mementos. You may also wish to include a provision that lays out an understanding concerning the subject's participation in promotion efforts for the film.**

## Primary Subject Release

This agreement ("Agreement") is made between \_\_\_\_\_ ("Producer") and \_\_\_\_\_ ("Licensor"), dated \_\_\_\_\_, in connection with Producer's use of the Material, as such term is described below, in a motion picture documentary ("Picture"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Producer, its successors, licensees and assigns, the exclusive and irrevocable right and license to use, photograph, reproduce, simulate, imitate and portray Licensor's name, likeness, voice, personality, personal identification and personal experiences, incidents, situations and events which heretofore occurred or hereafter occur (in whole or in part) based upon or taken from his life or otherwise (collectively, "Material") in the Picture and in connection with advertising, publicizing, exhibition and exploitation of such Picture, in any and all media, now known or hereafter devised, in perpetuity, throughout the universe. Producer is not obligated to use the Material in any motion picture or other production.
2. Licensor agrees to cooperate with Producer in the making of the Picture and to make himself available for interviews, filming, videotaping, recording and photography. Licensor further agrees to make available to Producer documents, items and articles, including, for example, photographs, letters, mementos, and the like about Licensor and the events to be depicted in the Picture for Producer's use including photographing, filming and videotaping of the same for inclusion in the Picture. Licensor further grants to Producer the right to take still photographs, motion pictures and/or video footage of Licensor and the foregoing materials and sound recordings of Licensor's voice and permission to use Licensor's statements, in and in connection with the Picture. Licensor retains no rights whatsoever in and to the Picture. If Licensor is hereafter deemed to own any rights in and to the Picture, Licensor agrees to assign such rights to Producer. In the event Licensor falls to assign such rights within five (5) days of a request therefor, Producer is appointed as his attorney-in-fact to execute such documents as are necessary to effectuate this intention and this power is irrevocable and coupled with an interest.
3. Licensor agrees to make a reasonable number of personal appearances with respect to the advertising and promotion of the Picture. Such appearances shall be made at Producer's

pre- approved expense and upon reasonable notice to Licensor, but without further compensation to Licensor.

4. Licensor represents and warrants that: (a) Licensor has the full right, power and authority to grant Producer the rights and permission granted hereunder and that no other agreement exists between Licensor and any third party which will interfere or is inconsistent with the rights granted to Producer herein; (b) the consent of no other party is necessary for Producer to use and exploit the Material; and (c) Licensor releases Producer from any and all claims in connection with Producer's use of the Material including, without limitation, those based on defamation, right to privacy and publicity rights, if any. Licensor agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Licensor's representation, warranties or agreements set forth herein. Licensor acknowledges that Producer is proceeding with the production, distribution and exploitation of the Picture in reliance upon and induced by this Agreement.
5. Licensor hereby waives its rights to any equitable remedies in the event of a breach by Producer of this Agreement. Accordingly, Licensor's rights in connection with the Picture or Producer' a breach of this Agreement shall be limited to those at law for damages, if any.
6. *This Agreement shall be construed in accordance with the laws of the State of California. Licensor hereby waives any rights he may have, known or unknown, pursuant to Section 1542 of the California Civil Code which provides:*  
  
*"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*
7. This Agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or canceled except by written instrument signed by both parties. Producer may assign this Agreement and its rights hereunder to any third party. This Agreement and the rights granted herein shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assigns.

ACCEPTED AND AGREED:

---

Producer

---

Licensor