

DEED OF RELEASE INDIVIDUAL (NO COMPANY)

Name: (Contributor)

Address:

Email: Tel:

Material provided (if any):

.....

including, without limitation, any and all results and proceeds of the Contributor's services to the Producer in relation to the Film including all materials that have been made by the Contributor, or provided to the Producer by the Contributor, in connection with the Film (**Material**)

Film: (Film)

Producer: (Producer)

Payment (if any): (Payment)

IN CONSIDERATION of the Producer *making the Payment to the Contributor (receipt of which is acknowledged by the Contributor) / agreeing to include the Contributor or the Material in the Film¹*, the Contributor irrevocably authorises and grants to the Producer:

- . (a) the right to record the Contributor's performance (if any) and to include the Contributor's performance, in whole or in part, and the Contributor's name, image and likeness, in the Film, its publicity, and any other productions of the Producer (his or her or its successors, assigns, and licensees) and anyone authorised by the Producer (including, without limitation, Tropfest Australia Ltd (A.B.N. 13 613 633 533) and its successors, assigns and licensees (**Tropfest**), and to exploit the Contributor's performance and name, image and likeness by way of the Film, its publicity and such other productions; and ~~SEP~~

- . (b) the right to include the Material (if any), in whole or in part, in the Film, its publicity, and any other productions of the Producer (his or her or its successors, assignees and licensees) and anyone authorised by the Producer (including, without limitation, Tropfest), and to exploit the Material by way of the Film, its publicity and such other productions, ~~SEP~~

¹ Delete whichever is inapplicable.

in each case, in any and all media whether now known or subsequently invented throughout the

world in all languages in perpetuity without restriction including, without limitation, all rights of copyright (including all extensions and renewals of that copyright) (**Rights**).

The Contributor covenants and warrants with and to the Producer, and anyone authorised by the Producer (including, without limitation, Tropfest), his or her or its successors and assigns, that:

- . (a) the Contributor is legally entitled to enter into this Deed of Release and to grant the Rights;
[SEP]
- . (b) the Contributor's membership of any guild, in his or her capacity as a performer, does not prevent or limit the Contributor entering into this Deed of Release and providing his or her services under and in accordance with this Deed of Release; and [SEP]
- . (c) the Material (if any) does not, and will not, infringe the intellectual property rights or other rights of any person. [SEP]

The Contributor consents to the Producer, and anyone authorised by the Producer (including, without limitation, Tropfest), his or her or its successors, assigns, and licensees doing or omitting to do anything which would otherwise infringe any moral rights of the Contributor under the *Copyright Act 1968* (Cth) in connection with the Contributor's performance (if any), the Material and/or the Film including, without limitation, the right to edit, change, copy, add to, take from, adapt and/or translate, in any manner or context, the Contributor's performance, the Material and the Film, for any purpose and in any and all media whether now known or subsequently invented. The Contributor agrees, if reasonably required by the Producer, his or her or its successors, assigns and licensees, or Tropfest, to participate in publicity appearances in connection with the Film including, but not limited to, publicity appearances at the Tropfest Film Festival and other related film competitions or film festivals.

The Contributor releases the Producer, his or her or its successors, assigns and licensees, and Tropfest, from any and all claims, demands and proceedings (of any nature) arising out of any use of the Contributor's performance (if any) and the Material.

The Contributor acknowledges that the Contributor does not own any right, title and interest in and to the Film. The Contributor acknowledges that nothing in this Deed of Release obliges the Producer to make any use of the rights granted in this Deed of Release. This Deed of Release covers the Contributor's performance (if any) and all Material provided by the Contributor to the Producer, whether or not created or provided before or after the date of this Deed of Release.

Executed as a deed. SIGNED by the Contributor: _____

DATED: _____

DEED OF RELEASE WHEN COMPANY PROVIDES SERVICES OF AN INDIVIDUAL

Name of Company of contributor:
(**Company Releasor**) ACN/ABN:

Name of contributor:..... (**Contributor**)
Address:
Email: Tel:

Material provided (if any):
.....

including, without limitation, any and all results and proceeds of the Company Releasor’s services to the Producer in relation to the Film including all materials that have been made by the Company Releasor, or provided to the Producer by the Company Releasor, in connection with the Film (**Material**)

Film: (**Film**)
Producer: (**Producer**) Payment (if any): (**Payment**)

IN CONSIDERATION of the Producer *making the Payment to the Company Releasor (receipt of which is acknowledged by the Company Releasor) / agreeing to include the Contributor or the Material in the Film²*, the Company Releasor irrevocably authorises and grants to the Producer:

(d) the right to record the Contributor’s performance (if any) and to include the Contributor’s performance, in whole or in part, and the Contributor’s name, image and likeness, in the Film, its publicity, and any other productions of the Producer (his or her or its successors, assigns, and licensees) and anyone authorised by the Producer (including, without limitation, Tropfest Australia Ltd (A.B.N. 13 613 633 533) and its successors, assigns and licensees (**Tropfest**), and to exploit the Contributor’s performance and name, image and likeness by way of the Film, its publicity and such other productions; and

² Delete whichever is inapplicable.

(e) the right to include the Material (if any), in whole or in part, in the Film, its publicity, and any other productions of the Producer (his or her or its successors, assigns and licensees) and anyone authorised by the Producer (including, without limitation, Tropfest), and to exploit the Material by way of the Film, its publicity and such other productions, in each case, in any and all

media whether now known or subsequently invented throughout the world in all languages in perpetuity without restriction including, without limitation, all rights of copyright (including all extensions and renewals of that copyright) (**Rights**).

The Company Releaser covenants and warrants with and to the Producer, and anyone authorised by the Producer (including, without limitation, Tropicfest), his or her or its successors and assigns, that:

- . (f) the Company Releaser is legally entitled to enter into this Deed of Release and to grant the Rights; ⁽¹⁾_{SEP}
- . (g) the Company Releaser's or Contributor's membership of any guild, in its or his or her capacity as a performer, does not prevent or limit the Company Releaser entering into this Deed of Release and supplying the services of the Contributor under and in accordance with this Deed of Release; ⁽¹⁾_{SEP}
- . (h) the Material (if any) does not, and will not, infringe the intellectual property rights or other rights of any person; and ⁽¹⁾_{SEP}
- . (i) the Company Releaser has obtained from the Contributor, and any other person who has contributed to the Material (if any) (**Contributors**), a consent for the Producer and anyone authorised by the Producer (including, without limitation, Tropicfest), his or her or its successors, assigns and licensees, doing or omitting to do anything which would otherwise infringe any moral rights of the Contributors under the *Copyright Act 1968* (Cth) in connection with the Contributor's performance (if any), the Material and/or the Film including, without limitation, the right to edit, change, copy, add to, take from, adapt and/or translate, in any manner or context, the Contributor's performance, the Material and/or the Film, for any purpose and in any and all media whether now known or subsequently invented. ⁽¹⁾_{SEP}

The Company Releaser agrees, if reasonably required by the Producer, his or her or its successors, assigns and licensees, or Tropicfest, to procure the Contributor to participate in publicity appearances in connection with the Film including, but not limited to, publicity appearances at the Tropicfest Film Festival and other related film competitions or film festivals.

The Company Releaser releases the Producer, his or her or its successors, assigns and licensees, and Tropicfest, from any and all claims, demands and proceedings (of any nature) arising out of any use of the Contributor's performance (if any) and the Material and the Film.

The Company Releaser acknowledges that neither the Company Releaser nor the Contributor

own any right, title and interest in and to the Film.

The Company Releasor acknowledges that nothing in this Deed of Release obliges the Producer to make any use of the rights granted in this Deed of Release. This Deed of Release covers the Contributor's performance (if any) and all Material provided by the Company Releasor or the Contributor to the Producer, whether or not created or provided before or after the date of this Deed of Release.

Executed as a deed. SIGNED for and on behalf of the Company Releasor: _____

NAME: _____ **POSITION:** _____

DATED: _____

As an inducement to the Producer entering into this Deed of Release with the Company Releasor, I _____, personally acknowledge that there is a valid and subsisting agreement between the Company Releasor and me under which the Company Releasor has the right to enter into this Deed of Release and I covenant and warrant with and to the Producer that I will treat the terms of this Deed of Release, including, without limitation, the covenants and warranties given and made in this Deed of Release, as personally binding upon me.

SIGNED by the Contributor: _____ **DATED:** _____

DEED OF RELEASE INDIVIDUAL UNDER 18 YEARS OF AGE (NO COMPANY)

Name of contributor's legal guardian:

.....(**Contributor's Legal Guardian**) Name of contributor..... (**Contributor**)

Address:

Email:.....T-e-l:.....

Material provided (if any):

.....

including, without limitation, any and all results and proceeds of the Contributor's services to the Producer and the Producer's Legal Guardian in relation to the Film including all materials that have been made by the Contributor, or provided to the Producer or the Producer's Legal Guardian by the Contributor or the Contributor's Legal Guardian, in connection with the Film (**Material**)

Film: (**Film**)
Producer: (**Producer**) Producer's
legal guardian: (**Producer's Legal Guardian**) Payment (if any):
..... (**Payment**)

IN CONSIDERATION of the Producer's Legal Guardian *making the Payment to the Contributor's Legal Guardian in his or her capacity as the legal guardian of the Contributor (receipt of which is acknowledged by the Contributor's Legal Guardian) / agreeing to include the Contributor or the Material in the Film*), the Contributor's Legal Guardian on behalf of himself or herself and as the legal guardian of the Contributor irrevocably authorises and grants to the Producer and the Producer's Legal Guardian:

Delete whichever is inapplicable.

- . (a) the right to record the Contributor's performance (if any) and to include the Contributor's performance, in whole or in part, and the Contributor's name, image and likeness, in the Film, its publicity, and any other productions of the Producer (his or her successors, assigns and licensees) and anyone authorised by the Producer or the Producer's Legal Guardian (including, without limitation, Tropfest Australia Ltd (A.B.N. 13 613 633 533) and its successors, assigns and licensees) (**Tropfest**), and to exploit the Contributor's performance and name, image and likeness by way of the Film, its publicity and such other productions; and ⁽¹¹⁾_{SEP}

- . (b) the right to include the Material (if any), in whole or in part, in the Film, its publicity, and any other productions of the Producer (his or her successors, assigns and licensees) and anyone authorised by the Producer or the Producer's Legal Guardian (including, without limitation, Tropfest), and to exploit the Material by way of the Film, its publicity and such other productions, ⁽¹¹⁾_{SEP}

in each case, in any and all media whether now known or subsequently invented throughout the world in all languages in perpetuity without restriction including, without limitation, all rights of copyright (including all extensions and renewals of that copyright) (**Rights**).

The Contributor's Legal Guardian for and on behalf of the Contributor, as the legal administrator of the affairs of the Contributor, covenants and warrants with and to the Producer and the Producer's Legal Guardian, and anyone authorised by the Producer or the Producer's Legal Guardian (including, without limitation, Tropfest), his or her or its successors, assigns, and licensees, that:

- (a) the Contributor is aged under 18 years as at the date of this agreement;
- (b) the Contributor's Legal Guardian is aged 18 years or older as at the date of this agreement;
- (c) the Contributor's Legal Guardian is a parent or legal administrator of the affairs of the Contributor;
- (d) the Contributor's Legal Guardian is fully authorised to enter into this agreement and to grant the Rights on his or her own behalf and for and on behalf of the Contributor and no other person is required to authorise or consent to the execution of this agreement on behalf of the Contributor;
- (e) the Contributor's membership of any guild, in his or her capacity as a performer, does not prevent or limit the Contributor's Legal Guardian for and on behalf of the Contributor, as the legal administrator of the affairs of the Contributor, from entering into this Deed of Release and providing the Contributor's services under and in accordance with this Deed of Release; and
- (f) the Material (if any) does not, and will not, infringe the intellectual property rights or other rights of any person.

The Contributor's Legal Guardian consents, for and on behalf of the Contributor, as the legal administrator of the affairs of the Contributor, to the Producer, the Producer's Legal Guardian and anyone authorised by the Producer or the Producer's Legal Guardian (including, without

limitation, Tropfest), his or her or its successors, assigns, and licensees, doing or omitting to do anything which would otherwise infringe any moral rights granted to the Contributor under the *Copyright Act 1968* (Cth) in connection with the Contributor's performance (if any), the Material and/or the Film including, without limitation, the right to edit, change, copy, add to, take from, adapt and/or translate, in any manner or context, the Contributor's performance, the Material and the Film, for any purpose and in any and all media whether now known or subsequently invented.

The Contributor's Legal Guardian, for and on behalf of the Contributor, as the legal administrator of the affairs of the Contributor, agrees, if reasonably required by the Producer, or the Producer's Legal Guardian, his or her or their successors, assigns and licensees, or Tropfest, for the Contributor to participate in publicity appearances in connection with the Film including, but not limited to, publicity appearances at the Tropfest Film Festival and other related film competitions or film festivals.

The Contributor's Legal Guardian, for and on behalf of the Contributor, as the legal administrator of the affairs of the Contributor, releases the Producer, the Producer's Legal Guardian, and his or her or their successors, assigns and licensees, and Tropfest, from any and all claims, demands

and proceedings (of any nature) arising out of any use of the Contributor's performance (if any) and the Material.

The Contributor's Legal Guardian acknowledges that neither the Contributor nor the Contributor's Legal Guardian own any right, title and interest in and to the Film.

The Contributor's Legal Guardian acknowledges that nothing in this Deed of Release obliges the Producer or the Producer's Legal Guardian to make any use of the rights granted in this Deed of Release. This Deed of Release covers the Contributor's performance (if any) and all Material provided by the Contributor's Legal Guardian and/or the Contributor to the Producer or the Producer's Legal Guardian, whether or not created or provided before or after the date of this Deed of Release.

Executed as a deed.

I, the nominated parent or guardian (Contributor's Legal Guardian), understand and agree to the terms and conditions contained in this Deed of Release.

Contributor's Legal Guardian Signature: _____

Signed on _____ day of _____ 20__ Contributor's

Signature: _____ Signed on _____ day

of _____ 20__