



# Nicholson School of Communication and Media

## MATERIALS RELEASE

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, I, the undersigned, hereby irrevocably grant to the **University of Central Florida and the University of Central Florida Board of Trustees**, and/or any of their respective licensees, assigns, successors, distributors, parents, subsidiaries or affiliated entities and each of their respective current and former employees, contractors, representatives, agents, officers, managers, members, partners, shareholders and directors (collectively the "Producer"), the universal and perpetual right to use, reuse, photograph, record, depict, display, fictionalize, modify, edit, reproduce or otherwise exploit in any manner in Producer's sole discretion, if at all, in whole or in part, the Materials described below, including, without limitation, all names, photography, artwork, likenesses, voice, images, trademarks, service marks, trade names, logos and copyrights incorporated therein or relating thereto (collectively "Materials") for and in connection with the documentary motion picture currently entitled "\_\_\_\_\_ " (the "Picture") and/or any and all other Producer productions in connection therewith (including, without limitation, "behind-the-scenes," the "making of footage," trailers, etc.), and for advertising, promotion, publicity, performance, transmission, broadcast, distribution, exhibition and/or other exploitation thereof, including without limitation, all commercial tie-ins, merchandising, ancillary and subsidiary rights therein, in any and all languages, technical formats, mediums and media whether now known and later devised.

2. I hereby forever waive, discharge and release Producer from all claims, liabilities and obligations whatsoever, whether now known or unknown, in connection with Producer's use of the Materials, and agree and acknowledge that the publicity and exposure which the Materials will receive, if used in the Picture, constitutes valuable, sufficient and complete consideration for the rights granted herein to Producer and that there shall be no payment to me of any monetary compensation. I agree that Producer shall not be obligated to utilize the authorized rights granted by me hereunder.

3. I hereby represent and warrant that the undersigned has full power and authority to execute this Agreement and to grant the rights herein granted, and that no other consents, authorizations or payments are necessary to permit the full use and enjoyment by Producer of the rights granted herein; and that use of said Materials, or any part thereof, in accordance with the terms and conditions of this Agreement will not violate or infringe upon the trademark, trade name, service mark, copyright, patent, artistic, personal, private, civil or property right, right of privacy, right of publicity, or any other right of any person or entity, nor constitute a libel or slander of any person, and that the undersigned shall indemnify, save and hold harmless Producer from and against all claims, actions, losses, damages, judgments, liabilities, expenses and costs (including reasonable outside attorneys' fees and costs) resulting from any breach or alleged breach of the foregoing representations and warranties. In no event shall I have any right to seek or obtain injunctive or other equitable relief in connection with the Picture or any other Producer production, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing thereof. This is the entire Agreement and, subsequent to execution, cannot be modified without written consent by both parties. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida, and Orange County, Florida shall be the venue for any action, state or federal. Producer shall have the right to transfer and assign its rights and/or obligations pursuant to this Agreement to any other person, corporation or entity in its sole discretion. The provisions of this Agreement shall be binding upon the parties and their respective heirs, executors, administrators and successors.

4. Description of Materials:

**Personal Photos, Videotape, Film, Audio Recordings, Scrapbook Materials, Memorabilia, etc. that provide visual documentation for the film.**

**ACCEPTED AND AGREED BY:**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Address:

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