

BAPLA[®] Factsheet

Model Releases

Model Releases are essential throughout the world, especially when a photograph of a recognisable person, of any age, is used in advertising. Even if the face is not visible but the person is capable of being identified then a model release is required. For example:

- Parts of the body can be identified due to markings such as tattoos., birth marks etc
- A silhouette of a person if it can be identified from its location.
- People in crowd shots, if that person is considered to be the focus of the shot.

The product being advertised is immaterial. Whether it's health care, banking, tourism or product packaging, a release is required from the person who will obviously appear to endorse the product. The fact that the face is that of a celebrity or a politician does not make them fair game. It is still necessary to seek permission from the celebrity or the celebrity's estate. Deceased celebrities are normally represented by their estates and unless a celebrity has been deceased for 50 years or more permission should be obtained.

Models under the age of 16 will require a parent or legal guardian's signature

In some countries, a property release is also required when a building is used for advertising. Trademark laws may protect some famous buildings but if a famous building is included in a skyline then a property release is not needed. You should obtain a Property release for:

- If a private home is the focus of the shot, however, photographs of a street generally do not need a release.
- If a photograph of the interiors of a building makes the building identifiable.
- Objects inside a building such as paintings or artwork will likely be protected by copyright, therefore a release is necessary from the copyright holder.

As a general rule you should encourage your photographers to obtain a release when ever possible. If your contributors supply images with a release, then this expands the possible uses of that image in a commercial environment. It is essential that you consider what the release should cover; advertising, editorial or for use on a web site etc. and, in which territories.

For editorial use, a model release is not usually required but this does not give a picture user the right to use material indiscriminately. For example, a photograph of a

miserable or bruised child should never be used to illustrate an article about abused children. The photographer / agency and the parents or guardians must grant permission first and the picture should be used clearly captioned POSED BY MODELS. Due care should be taken when taking photographs of children, particularly if they are paid as models. Registration must be sought from your local authority.

If a photograph is taken for editorial use, but model released anyway, and then used for advertising, the model should receive a further fee.

BAPLA does not issue a standard model release form. Attached are various examples of forms, developed by different organisations. BAPLA does not recommend any of these forms. They are sent to you as examples. Most picture agencies develop their own forms, to suit particular guidelines. These forms must not be copied directly as they are the copyright of the writers. Most of them are for use with non-professional models.

Useful Contacts:

The Association of Photographers

Tel: 020 7739 6669 Fax: 020 7739 8707

Email: aop@dircon.co.uk

Website: www.the-aop.org

To purchase model releases contact:

British Institute of Professional Photography

Fox Talbot House, Amwell End, Ware, Herts, SG12 9HN

Tel: 01920 464011 Fax: 01920 487056 E bipp@compuserve.com

MODEL RELEASE FORM

In consideration of the sum £..... which I agree shall be paid to me (or my agent) for the posing for the photograph(s) referred below, I and its licensees or assignees to use the photograph(s) and/or drawings therefrom and any other adaptations thereof either complete or in part, alone or in conjunction with any wording and / or drawings for all advertising and editorial purposes in the United Kingdom and / or any country(ies) overseas.

Unless otherwise agreed, the photograph(s) and any drawings or adaptations there of shall be deemed to represent an imaginary person.

I understand that I do not own the copyright of the photograph(s).

- ❖ I am over 18 years of age
- ❖ I am not over 18 years of age but my parent / guardian had agreed to my undertaking and to the use of my photograph(s) as mentioned above.
- ❖ *Delete whichever is inapplicable*

Name (block capitals)

Signature

Address
.....

Name and address of model agency
.....

Witness

Date of Sitting

Photographer

Assignment

Invoice or petty cash voucher

MODEL RELEASE

In consideration of _____ Pounds (£_____), and other valuable consideration, receipt of which is acknowledged, I _____ (print Model's name) do hereby give _____ (the Photographer), his or her assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my name (or any fictional name), picture, portrait, or photograph in all forms and in all media and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s) or finished version(s) incorporating the photograph(s), including written copy that may be created and appear in connection therewith. I hereby release and agree to hold harmless the Photographer, his or her assigns, licensees, successors in interest, legal representatives and heirs from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of photographs, or in any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced, and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn, and indignity. I agree that the Photographer owns the copyright in these photographs and I hereby waive any claims I may have based on any usage of the photographs or works derived therefrom, including but not limited to claims for either invasion or privacy or libel. I am of full age* and competent to sign this release. I agree that this release shall be binding to me, my legal representatives, heirs and assigns. I have read this release and am fully familiar with its contents.

Witness _____ Signed _____
Address _____ Address _____
Date _____ Year _____ Telephone _____
_____ **Consent** (if applicable) _____

I am the parent or guardian of the minor names above and have the legal authority to execute the above release. I approve the foregoing and waive any rights in the premises.

Witness _____ Signed _____
Address _____ Address _____
Date _____ Year _____

*Delete this sentence if the subject is a minor. The parent or guardian must sign the consent.