

Model Release - model release

Detailed information on why a model release is needed, how to fill it out, a sample filled-out release, and a universal model release form for all photo banks.

What is a model release? A model release is an agreement between a photographer and a model stating that the photographer has exclusive and full rights to use the photographs taken of the model. This means that the photographer can do whatever they want with the photos within the bounds of the law, including transferring them to third parties, selling them, and using them for advertising purposes.

Why is a model release needed? A model release is necessary to prevent conflict situations and potential claims regarding the use of photographs. For example, you may have photographed a woman, verbally agreed that you can use the photo however you want, and placed it in a magazine for cosmetics advertising. Suddenly, the woman demands money from you for using her photo and threatens to sue if you refuse. To avoid such problems, a model release is signed.

In which cases is it necessary to fill out a model release? For photo banks, a model release is a mandatory attribute for all photographs you sell under a Standard or Extended license and that feature recognizable individuals. "Recognizable" means that either the person's face is visible or some characteristic features are identifiable, such as tattoos.

Another interesting point is that if a photographer sells a photograph featuring themselves, they need to sign a release with themselves!

How to correctly fill out a model release? Each photo bank has its own template for a model release. However, this does not mean that the photographer and model must sign a separate agreement for each photo bank. You can use a universal form that will be accepted everywhere if filled out correctly. Proper completion involves having information in all fields of the release form printed in English.

Here is a demo sample of a filled-out model release:

The form of this release is taken from Lori's photo bank. The choice is justified by the fact that, firstly, it contains all the necessary fields, making it suitable for all photo banks. Secondly, it has a duplicate in Russian, which allows people who do not speak English to understand its contents. From personal experience, I can say that this is really convenient. Therefore, I use this version of the release with all models.

You can download the original form of this model release in PDF format via the link provided nearby.

Workflow with model release for photo banks:

1. Before photographing people, sign a model release with each of them.
2. Scan this document and upload it to your computer.
3. Add a thumbnail of the model's face to this scan in Photoshop or any other graphic editor and save it in jpg format.
4. Upload the final release to the photo bank. This step is often combined with step 5.
5. Attach the release to all photos featuring the respective model. This option is available in your seller's personal account on each photo bank. When submitting new photos for review, the necessary model release is selected from the corresponding list.

Model Release

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the Model on my own behalf hereby irrevocably acknowledge and agree in favor of the Photographer named below, and the Photographer's heirs, executors, legal representatives, licensees, successors and assigns, those for whom the Photographer may be acting, and those who may be acting with the Photographer's authority and permission (collectively, the "Authorized Parties") as follows:

- In the event photographs, illustrations, video or other images of, including or depicting the Model are taken or created by or on behalf of the Photographer in any media ("Images"), all worldwide right, title and interest in and to the Images and all related materials (including copyright, all other intellectual property and other proprietary rights) shall be owned by the Photographer or as the Photographer may determine.
- The Photographer shall have the irrevocable right (which may be licensed, transferred, granted or assigned to other parties as the Photographer sees fit) to use, publish, reproduce, create derivative works of, distribute, publicly perform and publicly display, either digitally or in any other medium now known or later developed, such images in any form, including without limitation, use as part of a composite or distorted in character or form, without restriction as to text, changes or alterations, whether or not in conjunction with the Model's name or a fictitious name, for illustration, promotion, art, editorial, advertising, trade, publishing, or any other commercial purpose whatsoever. The Model also consents to the use of any narrative, text, audio, sound, action, program, effect or other matter that may be used in connection with the Images and the permitted uses, and irrevocably waives any right that the Model may have to inspection or approval of any of the deliverables or uses contemplated in this Release. In consideration of the Model's consent and release, the Photographer will use reasonable commercial efforts to ensure that the Images will not be used for any pornographic, obscene, defamatory or libelous purpose.
- The Model hereby irrevocably releases the Photographer and each of the Authorized Parties, and any and all other parties acting under right, title, assignment, grant or license from the Photographer or the Authorized Parties, from any liability, costs or expenses arising by virtue of: (i) any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the creation of the Images or in any subsequent use, processing or publication thereof; and (ii) any claim or cause of action, now known or later developed, resulting from or in connection with any use of the Images contemplated by this Release, including without limitation, any claims for libel, defamation, invasion of privacy, or breach of publicity or other property rights.
- The person or persons signing this Release represent and covenant that: (i) if the Model is signing this Release, that he/she is of full legal age and has the right and capacity to contract in their own name in their jurisdiction of residence; (ii) if a parent or guardian is signing for the Model, that the person or persons signing have full authority in the jurisdiction in which the Release is executed to sign this Release on behalf of the Model; (iii) if acting as an employee of a company or other entity, the person or persons signing this Release have authority to bind the company or other entity; (iv) the person or persons signing this Release have carefully read the above Release prior to signing, and are fully familiar with the contents and consequences of it; and (v) this Release shall be binding without restriction as to time or otherwise upon the Model and his/her heirs, executors, legal representatives, successors and assigns, as the case may be.

Attach Visual reference of Model here:



Model Information

Name Ivan Ivanov
Date of Birth 20.05.1990 Gender: male female

Model (or Parent/Guardian*) Information

Date Signed 26.04.2015 Signature [Signature]
Residence Address Nevisky prospect 27/14
City St. Petersburg
Zip/Postal Code 198312 Country Russia
Phone +7911911212 E-mail ivan@gmail.com

* If Model is a minor or lacks capacity in the jurisdiction of residence, Parent warrants and represents that Parent is the legal guardian of Model, and has the full legal capacity to consent to the Shoot and to execute this release OF ALL RIGHTS IN MODEL'S CONTENT. If you are signing in this capacity, please enter your details above and your name below:

Parent Name (print) Sergiy Ivanov

Photographer Information

Name Ivan Vasilev
Date Signed 26.04.2015 Signature [Signature]
Residence Address Moskovsky prospect 112/36
City St. Petersburg Zip/Postal Code 198211
Country Russia Phone +79213211212
E-mail mail@mail.ru Shoot Country Russia
Shoot Date 26.04.15-26.03.16 Shoot Description portraits

Witness

Name Elena Petrova
Date Signed 26.04.2015 Signature [Signature]

Notes:

NB: All persons signing and witnessing must be of legal age and capacity in the area in which this Release is signed. A person cannot witness their own release.

P.O Boxes will not be accepted. Please write a phone number with a country and a region codes (example: +7 (495) 123-45-67). Complete as many fields as possible.

Model Release

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I the Model on my own behalf hereby irrevocably acknowledge and agree in favor of the Photographer named below, and the Photographer's heirs, executors, legal representatives, licensees, successors and assigns, those for whom the Photographer may be acting and those who may be acting with the Photographer's authority and permission (collectively, the "Authorized Parties") as follows:

- In the event photographs, illustrations, video or other images of, including or depicting the Model are taken or created by or on behalf of the Photographer in any media ("images"), all worldwide right, title and interest in and to the images and all related materials (including copyright, all other intellectual property and other proprietary rights) shall be owned by the Photographer or as the Photographer may determine.
- The Photographer shall have the irrevocable right (which may be licensed, transferred, granted or assigned to other parties as the Photographer sees fit) to use, publish, reproduce, create derivative works of, distribute, publicly perform and publicly display, either digitally or in any other medium now known or later developed, such images in any form, including without limitation, use as part of a composite or distorted in character or form, without restriction as to text, changes or alterations, whether or not in conjunction with the Model's name or a fictitious name, for illustration, promotion, art, editorial, advertising, trade, publishing, or any other commercial purpose whatsoever. The Model also consents to the use of any narrative, text, audio, sound, action, program, effect or other matter that may be used in connection with the images and the permitted uses, and irrevocably waives any right that the Model may have to inspection or approval of any of the deliverables or uses contemplated in this Release. In consideration of the Model's consent and release, the Photographer will use reasonable commercial efforts to ensure that the images will not be used for any pornographic, obscene, defamatory or libelous purpose.
- The Model hereby irrevocably releases the Photographer and each of the Authorized Parties, and any and all other parties acting under right, title, assignment, grant or license from the Photographer or the Authorized Parties, from any liability, costs or expenses arising by virtue of: (i) any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the creation of the images or in any subsequent use, processing or publication thereof; and (ii) any claim or cause of action, now known or later developed, resulting from or in connection with any use of the images contemplated by this Release, including without limitation, any claims for libel, defamation, invasion of privacy, or breach of publicity or other property rights.
- The person or persons signing this Release represent and covenant that: (i) if the Model is signing this Release, that he/she is of full legal age and has the right and capacity to contract in their own name in their jurisdiction of residence; (ii) if a parent or guardian is signing for the Model, that the person or persons signing have full authority in the jurisdiction in which the Release is executed to sign this Release on behalf of the Model; (iii) if acting as an employee of a company or other entity, the person or persons signing this Release have authority to bind the company or other entity; (iv) the person or persons signing this Release have carefully read the above Release prior to signing, and are fully familiar with the contents and consequences of it; and (v) this Release shall be binding without restriction as to time or otherwise upon the Model and his/her heirs, executors, legal representatives, successors and assigns, as the case may be.

Attach Visual reference of Model here:

For example, Polishid, passport, drivers license, print, photocopy, etc.

Align image to top-right hand corner if it larger than box.

Model Information

Name (print) _____
Date of Birth (DD/MM/YEAR) _____ Gender: male female

Model (or Parent/Guardian*) Information

Date Signed (DD/MM/YEAR) _____ Signature _____
Residence Address _____
City _____
Zip/Postal Code _____ Country _____
Phone _____ E-mail _____

* If Model is a minor or lacks capacity in the jurisdiction of residence, Parent warrants and represents that Parent is the legal guardian of Model, and has the full legal capacity to consent to the Shoot and to execute this release OF ALL RIGHTS IN MODEL'S CONTENT. If you are signing in this capacity, please enter your details above and your name below:

Parent Name (print) _____

Photographer Information

Name (print) _____
Date Signed (DD/MM/YEAR) _____ Signature _____
Residence Address _____
City _____ Zip/Postal Code _____
Country _____ Phone _____
E-mail _____ Shoot Country _____
Shoot Date (DD/MM/YEAR) _____ Shoot Description _____

Witness

Name (print) _____
Date Signed (DD/MM/YEAR) _____ Signature _____

Notes (insert particulars of reconsideration or other relevant information)

NB: All persons signing and witnessing must be of legal age and capacity in the area in which this Release is signed. A person cannot witness their own release

P.O Boxes will not be accepted. Please write a phone number with a country and a region codes (example: +7 (495) 123-45-67). Complete as many fields as possible.

Расписка модели

Я, Модель, от моего собственного имени настоящим документом безвозвратно признаю и предоставляю в пользу Фотографа, указанного ниже, его наследников, исполнителей, официальных представителей, лицензиатов, преемников, тех, для кого Фотограф может исполнять работу, в тех, кто может действовать с разрешения Фотографа (все вместе — «Разрешённые стороны») полные и исключительные права как указано ниже:

- В случае фотографий, иллюстраций, видео или иных изображений, содержащих изображение Модели, которые созданы Фотографом или от его имени, в любой форме (далее «Изображения»), все международные права, название Изображения и все связанные материалы (включая авторство и всю прочую интеллектуальную собственность) принадлежат Фотографу или тому, кому их передаст Фотограф.
- Фотограф имеет полномочное право (которое может быть лицензировано, передано и предоставлено для использования так, как Фотограф посчитает целесообразным) использовать, публиковать, воспроизводить, перерабатывать, показывать публично как в цифровом, так и в любом другом виде, известном сейчас или изобретенном позже, Изображения в любой форме, без ограничений, используя целиком или фрагментарно, в оригинальном или переработанном виде, без ограничений на сопутствующее текстовое и визуальное оформление, и название с именем Модели, или любым другим фактивным именем, или без него для иллюстраций, рекламы, публичного использования в сфере искусства, торговли, издания или любого другого коммерческого использования. Модель также соглашается на использование любого текста, аудио, звука, действия, видео, программы, эффекта и пр., что так или иначе может быть связано с её Изображением, и отказывается от любых прав, которые когда-либо могла принадлежать ей, связанных с использованием Изображений, освещённых в этой Расписке. Основываясь на согласии Модели, Фотограф будет принимать разумные усилия, чтобы гарантировать, что Изображения не будут использованы ни в каких порнографических, непристойных, дискриминирующих или клеветнических целях.
- Модель навсегда освобождает Фотографа и каждую из Разрешённых сторон, и любого, действующего под правом, предоставленным лицензией или разрешением Фотографа или Разрешённых сторон, от любой ответственности или расходов, к которым могут привести: (i) размещение изображения, визуальное искажение, изменение или использование в контексте с кем-либо или в композиции, намеренное или нет, которые могут сопутствовать созданию изображения или последующим использованиям, обозначенным в этой Расписке; (ii) обвинения в клевете, впадения в личную жизнь, нарушения гласности или других форм собственности.
- Человек или люди, подписывающие эту Расписку, заключают соглашение о том, что: (i) если Модель подписывает Расписку, она/он достиг(ла) совершеннолетия и имеет право заключать контракт на собственное имя согласно законам, действующим на территории проживания Модели; (ii) если за Модель расписывается родитель или опекун, то человек, подписывающий данную Расписку, обладает всеми правами, гарантированными местным законодательством, позволяющими ему подписывать документы за Модели; (iii) если человек или люди действуют как служащие компании или упоминают другое юридическое лицо, они имеют право действовать как служащие компании или этого юрлица; (iv) человек или люди, подписывающие данную Расписку, внимательно прочтала Расписку и своей подписью подтверждают согласие с содержанием документа и всеми возможными последствиями; (v) эта Расписка безвозвратно распространяется на Модели, её/его наследников, исполнителей, юридических представителей и преемников.

Прикрепите здесь визуальную ссылку на Модель:

К примеру, паспортный снимок, фотографии паспорта, водительского удостоверения и т.д.

Сдвиньте изображение в верхнему правому углу, если оно больше, чем это поле.

Модель

ФИО (печатными буквами) _____
Дата рождения (DD/MM/TTTT) _____ Пол: мужской женский

Модель (или Родитель/Опекун*)

Дата подписания (DD/MM/TTTT) _____ Подпись _____
Адрес проживания _____

Телефон _____ E-mail _____

* Если Модель является несовершеннолетней или не может нести ответственность за себя по месту проживания. Подпись подтверждает, что Родитель/Опекун является законным опекуном модели и обладает правами давать согласие на фотосъёмку и на передачу ВСЕХ ПРАВ МОДЕЛИ. Если Вы подписываете документ в этом качестве, укажите Ваши данные выше и Ваше имя ниже:

ФИО опекуна (печатными буквами) _____

Фотограф

ФИО (печатными буквами) _____
Дата подписания (DD/MM/TTTT) _____ Подпись _____
Адрес проживания _____

Телефон _____ E-mail _____

Страна фотосъёмки _____
Дата съёмки (DD/MM/TTTT) _____ Описание съёмки _____

Свидетель

ФИО (печатными буквами) _____
Дата подписания (DD/MM/TTTT) _____ Подпись _____

Дополнение: (впишите подробности вознаграждения или другую известную информацию)

Примечания: Все лица подписывающие этот документ должны быть совершеннолетними и иметь право нести ответственность за себя в стране, где данный документ подписан. Фотограф и Модель не могут быть свидетелями этого документа.

Укажите полные почтовые адреса. Адреса абонентов ящиков указывать недопустимо. Телефон укажите с кодами страны и региона (Пример: +7 (495) 123-45-67). Заполните так много полей, как возможно.