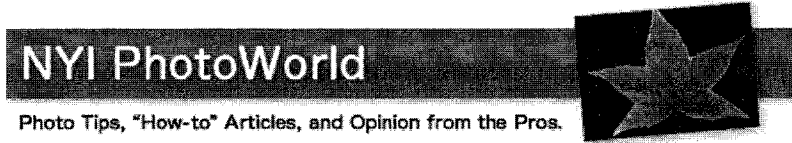




# New York Institute of Photography

Educating Photographers Since 1910

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## Basic Model Release

One of the most frequent requests we get from photographers who visit this site is for information and samples of Release Forms. We can take a hint!

Here's a general Release Form that you are free to copy and use on your own professional jobs. We offer you this caveat, however: Our attorney advises us to tell you that we accept no responsibility for any liabilities you may incur on any of your jobs, and we hereby do so. And for any really big jobs you undertake, we suggest you consult your attorney to make sure that the Release Form you use covers all the points that are appropriate to the specific job.

May photo contests, [including the NYIP Focus: Your Hometown](#), require releases of readily identifiable people in the photograph. Sometimes a property release is also necessary. [Email us](#) if you would like a sample of a basic property release.

In case you're interested in getting more information about Release Forms and how to use them, we recommend [Business and Legal Forms for Photographers](#) by Tad Crawford, published by Allworth Press. Whether you read this book or not, here are a few important things we think you should know about Release Forms and your liability:

First and foremost, realize that any signed Release is better than no signed Release. If your subject signed a Release acknowledging that you have the right to use the photos you have taken of them on a given date, then you've covered the most important bases.

When do you need a Release and when don't you? There are no absolute rules, but here are the important things to know. If you're going to sell an image of a person (or sometimes pets and property, as well) for commercial use, then you definitely need a Release. On the other hand, if you're going to sell an image of the person (or pet or property) to a newspaper for a news story, then you probably don't need a release. Here's an example: Suppose you take a picture of your neighbor tripping over a broken piece of sidewalk. It's a good photo. Even though she wasn't hurt, you have her sprawled in mid-air arms flailing and a look of alarm on her face as she frantically struggles to maintain her balance.

If you sell this photo to the local newspaper and they run it as part of a news story on broken sidewalks, you probably don't need a Release from her. But now you get a call from a local attorney who thinks the photo would be great for his newspaper ad seeking clients looking for a personal injury lawyer. To sell it to him, you need a Release!

Okay. What if you want to sell this picture to that attorney and you need her to sign a Release? What Release Form should you use?

Here's a simple Release Form that you might use.

### MODEL RELEASE

In exchange for consideration received, I hereby give permission to \_\_\_\_\_ to use my name and photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.  
[ your name here ]

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

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

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

If Model is under 18:

I, \_\_\_\_\_, am the parent/legal guardian of the individual named above, I have

Questions?  
 Call Us Toll-Free  
 1-800-445-7279

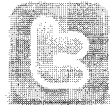


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- **NYIP Short Course: Fundamentals of Digital Photography**  
Gives you all the photography basics you need to take control of your high-performance digital camera.

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JOIN THE NYIP COMMUNITY!



read this release and approve of its terms.

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

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

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

That's about as simple a Release Form as you can get. There's a lot you can do to make it more thorough and more complicated, but as we said before, a simple Release is better than no Release, and this one will do the trick in most simple cases.

There are more detailed Release Forms that deal with such things as passing of rights under the Release to your heirs and assigns, elaboration of the consideration received, and other things you can get the right to do – such as, use the model's name, distort the photo, etc. But you don't need these clauses in most simple situations.

Now, going back to our hypothetical picture, let's weigh a few more factors. If your neighbor wasn't recognizable – say her back was turned and all the picture shows is a female figure taking the tumble – chances are, you don't need a Release. Why do we say "chances are"? Because different jurisdictions rule on this differently; and in any case, we'd have to see the photo to be sure!

What if your subject is a public figure or a celebrity? Say it's the President, a Senator, or some Supermodel taking that tumble. Public figures have less of a right to privacy, but their right to prevent use of their photographic likeness for advertising or trade purposes without their explicit permission is as strong as anyone else's. So, once again, you don't need a Release for a news story. You do need a release if the picture is used in an ad.

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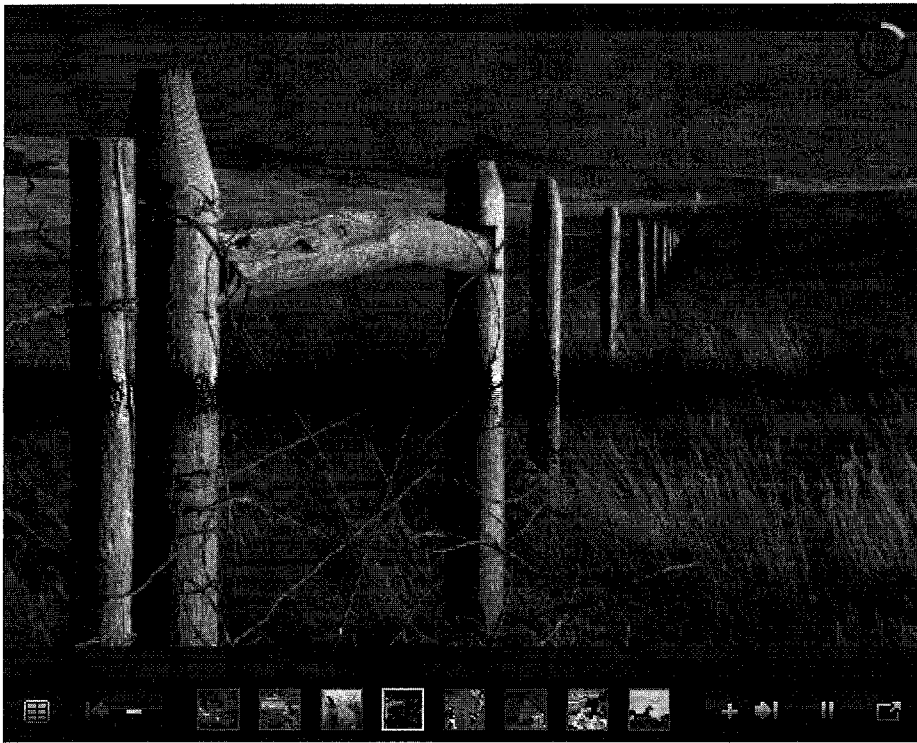
## Art & Galleries

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# Take your best shot for the 6th annual C&I Photo Contest

In each issue, *Cowboys & Indians* shares great Western images shot by some masters of American photography. Now it's your turn.

- Check out images from the 2009 Photo Contest below



Whether you're headed for rugged terrain or greener pastures this season, don't forget to pack your camera, because the 6th Annual *Cowboys & Indians* Photo Contest is developing.

### What to enter

The five contest categories are drawn from those subjects of special interest to *Cowboys & Indians*:

- **Portrait:** Photographs of cowboys or Indians as individuals or groups.
- **Landscape:** Photographs of plants and landscapes; geological or climatological features located west of the

Mississippi.

- **Wildlife:** Photographs of animals indigenous to North America inhabiting areas west of the Mississippi.
- **Action:** Photographs of individuals participating in activities west of the Mississippi or traditional American cowboy or American Indian activities taking place around the world.
- **Equine:** Photographs of horses.

### The prizes

Five category winners will be selected, one for each category. The winning entry and runners-up will be published in the *Cowboys & Indians* 2011 Photo Essay issue. The 2011 Photo Contest winner will receive \$1,000. The winners of each of the five categories will receive \$500.

## The format

Your image should be submitted electronically to *Cowboys & Indians* in .JPEG format, no larger than 2MB in size. Please submit your image at 72dpi, but keep a high-resolution version ready in case your photo is selected. For press requirements, winning images will need a 10" x 12" original at 300dpi or greater (image orientation can vary).

## How to enter

Send your image to [photocontest@cowboysindians.com](mailto:photocontest@cowboysindians.com). In your e-mail, please include your name, age, mailing address, daytime phone number, and e-mail address. Entries must be e-mailed by **October 14, 2010**.

## Details

An entrant must hold all rights to a photograph. For a photo in which a person is recognizable, you must provide a model release from the subject or, in the case of a minor, the subject's parent or guardian. Contact us for a model release and send it to Photo Contest, *Cowboys & Indians* magazine, 6688 North Central Expressway, Suite 650, Dallas, TX 75206.

• **Reminder:** We do NOT accept entries submitted through the mail. Photos previously published or pending publication, or that violate or infringe upon another person's copyright, are not eligible. All photographers amateur or professional, except for individuals affiliated with the USFR Media Group or its subsidiaries, including: employees, Directors, interns and their immediate families (children, siblings and spouses) and others living in their households, are eligible. *Cowboys & Indians* magazine will solely determine winners' eligibility. Photographs must have been shot by the entrant within the past three years (since October 1, 2007). Submit no more than one photograph per category. Finalists will be asked to submit a high-resolution file. By entering the contest, entrants grant *Cowboys & Indians* the right to publish and use submitted photographs in print or electronic form in a future issue or issues, for advertising and promotion of the magazine, for exhibition, and for commercial products, including but not limited to *Cowboys & Indians* publications in perpetuity. Any photograph reproduced will include a photographer credit. Judging will be conducted by the editors of *Cowboys & Indians*. Winning photographs and selected finalists will be published in a March 2011 issue of *Cowboys & Indians*. Decisions of the *Cowboys & Indians* judges will be final. Please do not contact us about the status of entries. The finalists, and only the finalists, will be notified of their status by January 1, 2011. The contest is void where prohibited or restricted by law. Winners may receive additional noncash prizes. Winners must sign an affidavit and license and will be responsible for paying any taxes they may owe on a prize.

**Model Release: Agreement and Authorization for Model to be in Media**

This Model Release (the "Agreement") is made this 31st day of December, 2009.

**BETWEEN:**

J. D. Photographer of  
123 Main Street, Halifax, NS B0X 0X0  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

OF THE FIRST PART

**-AND-**

Model Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Email \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_

OF THE SECOND PART

**BACKGROUND:**

1. The Artist may choose or is currently engaged in the business of creating media, which includes but is not limited to engaging in the following activities for personal and commercial gain:

photography, photo editing, and photo production; digital photography, digital photo editing, and digital photo production; and web design and production.

2. The Model consents to being a subject of the Artist in media. The Model will allow the Artist to capture images and sound recordings for use in media.

**WHEREBY:**

**THE ARTIST IS RELEASED OF LIABILITY:** For good and valuable consideration herein acknowledged as received, the Model releases the Artist and assigns permission to license all images and sound recordings and to use of images and sound recordings in any media for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. The Model agrees that any images and sound recordings may be combined with other images, text and graphics, cropped, altered and modified.

**THE ARTIST RETAINS ALL RIGHTS:** The Model agrees that the Artist has all rights to images

## MODEL RELEASE

In valuable and good consideration of my engagement as a model (Participant), upon the terms herewith stated, I hereby give to \_\_\_\_\_ (the Photographer), his/her heirs, legal representatives and assigns, those for whom The Photographer is acting, and those acting with his authority and permission:

a) The unrestricted right and permission forever to copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any text material in connection therewith.

c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

d) I hereby release, discharge and agree to save harmless the Photographer, his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, 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 said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

I am also aware that these terms are subject to negotiation, deletion or addendum, which may be valid if handwritten on this release and initialed and dated by both parties (The Photographer and Undersigned) next to the modification or any modification that is typed and signed by both parties. Modifications may be implied by any releases/contracts with my employer without my notice by the Photographer.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number or e-mail

Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

and sound recordings, for perpetuity unless explicitly noted in this Agreement. The Model acknowledges and agrees that the Artist is not liable for any further consideration or accounting, and further claims for any reason.

**DURATION OF AGREEMENT:** The Model acknowledges and agrees that this Agreement is binding on all heirs and assigns. The Model acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual, and will be governed by the laws of The Province of Nova Scotia, excluding the law of conflicts.

This Agreement contains the entire agreement between the parties to this release and the terms of this Agreement are contractual and not a mere recital.

This Agreement will be construed in accordance with and governed by the laws of The Province of Nova Scotia

\_\_\_\_\_

\_\_\_\_\_

Model's Name (print)

Signature

**IF THE MODEL IS UNDER THE LEGAL AGE OF MAJORITY:**

I am the parent or legal guardian of the minor above named as the Model, and I have legal authority to execute this Agreement on the Model's behalf. I have read and fully understood the contents of this Agreement, and consent to the said use of images and sound recordings based on the contents of this Agreement.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Parent or Guardian (print name)

Signature

For good and valuable consideration, the Model releases J. D. Photographer and assigns permission to license and use all images and sound recordings in any media and for any purpose. The Model agrees that J. D. Photographer has all rights to images and sound recordings for perpetuity. This agreement is irrevocable, worldwide and perpetual.

Model Name (Print) \_\_\_\_\_

Model Signature \_\_\_\_\_