Release: Agreement and Authorization to be in Media

Title: Release (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021

BETWEEN:

Univ. of Massachusetts Medical School,

Implementation Science and Practice Advances Research Center (iSPARC)

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PARTY OF THE FIRST PART (AUTHOR)

-AND-

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARTY OF THE SECOND PART (SUBJECT)

BACKGROUND:

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

Videos, photography, photo editing, photo production, digital photography, digital photo editing, and digital photo production, artwork, and web design and production.

2. The PARTY of the SECOND PART consents to being a subject of the media. The SUBJECT will allow the AUTHOR to capture stories, life experiences, images, video, and sound recordings for use in the media.

3. The PARTY of the SECOND PART consents to be added to the MHE & YOU email list, you can opt-out at any time.

**WHEREBY:**

THE AUTHOR IS RELAEASED OF LIABILITY: for good and valuable considerations herein acknowledged as received, the SUBJECT releases the AUTHOR and assigns permission to license all videos, images, artwork, stories (i.e., life experiences), and sound recordings and to use of images and sound recordings in any media for any purpose which may include, among others, advertising information dissemination, promotion, marketing and packaging for any product or service. The SUBJECT agrees that any images, life stories and sound recordings may be combined with other images, text and graphics, cropped, altered and modified.

THE AUTHOR RETAINS ALL RIGHTS: The SUBJECT agrees that the AUTHOR has all rights including copyrights to images, life stories and sound recordings, for perpetually unless explicitly noted in this Agreement. The SUBJECT acknowledges and agrees that the AUTHOR is not liable for any further considerations or accounting, and further claims for any reason.

DURATION OF AGREEEMENT: The SUBJECT acknowledges and agrees that this Agreement is binding on all heirs and assigns. The SUBJECT acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual, and will be governed by the laws of the Commonwealth of Massachusetts, 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 constructed is accordance with and governed by the laws of The Commonwealth of Massachusetts.

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Subject Name (print) Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credentials (print)

IF THE MODEL IS UNDER THE LEGAL, AGE OF MAJORITY OR UNDER GUARDIANSHIP

I am the parent or legal guardian of the minor above named as the subject, and I have legal authority to execute this Agreement on the Subject behalf. I have read and fully understood the contents of this Agreement, and consent to the release of all copyrights and to the release of the said use of images, life stories, 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 considerations, the SUBJECT releases Univ. of Massachusetts Medical School, Systems and Psychosocial Advances Research Center and assigns permission to license and use all images, life stories, and recordings in any media and for any purpose. The SUBJECT agrees that Univ. of Massachusetts Medical School, Systems and Psychosocial Advances Research Center has all copyrights and legal rights to images and sound recordings for perpetuity. The PARTIES agree that this agreement is irrevocable, worldwide and perpetual.

SUBJECT Name (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBJECT Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_