

# APPENDIX A

## Performance Release

I (the undersigned) do hereby confirm the consent heretofore given you with respect to your photographing me in connection with your motion picture/video:

Title: \_\_\_\_\_

Student Filmmaker's Name: \_\_\_\_\_

Date(s) of Recording: \_\_\_\_\_

And I hereby grant to you, your successors, assigns, and licensees the perpetual right to use, in any manner or in any media currently existing or which may be developed in the future, as Middlebury College may desire, all video, still, and motion pictures and sound track recordings and records which you may make of me or of my voice, and the right to use my name, likeness, and biographical material in or in connection with the exhibition, advertising, exploitation, or any other use of such motion picture or recording. The Producer may also make copies of the photographs and recordings and distribute them online, via DVD, or in any medium as part of the program described above.

Further, I agree to hold Middlebury College, its contractors, agents, and employees harmless against any liability, loss or damage (including reasonable attorney's fees) caused by or arising from the exhibition or telecast of my appearance in the production, or any utterance made by me in connection with my participation therein.

I understand that any copy the student filmmaker will provide to me on DVD or other media is for my personal use only. I will not sell said copy or use it for any commercial purposes such as broadcasting, streaming online, or Home Video-DVD releases. I shall receive a limited license to use the copy for my personal promotional purposes, which shall be limited to using a maximum of 30 seconds of the film on my personal website or physical video copy.

I also understand that it takes a significant amount of time to complete a film – and in some cases student films are abandoned and not completed at all. If the student filmmaker has promised a copy of the film, I agree to allow a reasonable amount of time to elapse. I agree that should the film/recording not be completed, I will take no action against Middlebury College.

I further understand the master recordings remains the property of the student filmmaker and that there will be no restrictions on the number of times that my name and likeness may be used.

I am over eighteen years of age: (Please write Yes or No) \_\_\_\_\_

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

Name (please print): \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent/Guardian Signature for Talent Under 18 Years of Age:

\_\_\_\_\_

Name (please print): \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_