

MEDIA RELEASE OF LIABILITY

This Media Release, Appearance Release, and Grant of Rights (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [RELEASOR NAME], with an address of [RELEASOR ADDRESS] (the "Interviewee" or "Subject"), and [RELEASEE NAME], a Corporation, with an address of [RELEASEE ADDRESS] (the "Producer" or "Outlet").

1. Interview / Appearance

The Subject has participated, or will participate, in an interview, appearance, performance, or recording in connection with [PROJECT PUBLICATION PROGRAM TITLE], produced or published by [MEDIA OUTLET PRODUCER JOURNALIST NAME] (the "Project"). Description: [DESCRIBE THE INTERVIEW APPEARANCE OR RECORDING].

2. Consideration

In consideration of the opportunity to participate in the Project and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Subject agrees as follows.

3. Grant of Rights

The Subject grants to the Producer, its successors, assigns, licensees, and designees (collectively, "Producer") the **perpetual, worldwide, irrevocable, royalty-free, sublicensable, and transferable** right and license to:

- (a) record, photograph, film, videotape, live-stream, and otherwise capture the Subject's name, voice, likeness, image, statements, interview, performance, and biographical information (collectively, the "Materials");
- (b) edit, copy, reproduce, distribute, publicly display, publicly perform, transmit, broadcast, stream, exhibit, publish, translate, and create derivative works from the Materials; and
- (c) use the Materials in connection with the following media and purposes: Broadcast; Streaming; Editorial; Promotional; in all media now known or hereafter developed, in excerpt or in full, in context or out of context, alone or in combination with other content.

4. Waiver of Approval

The Subject waives any right of prior inspection, approval, or compensation (beyond that stated above) with respect to the finished Project, any editing or use of the Materials, or any copy or derivative that may be produced. The Subject waives, to the extent permitted by law, all claims of **defamation, false light,**

invasion of privacy, right of publicity, copyright infringement, and moral rights arising from use of the Materials as authorized.

5. Truthfulness; Indemnification of Producer

The Subject represents that statements made during the interview or appearance are, to the best of the Subject's knowledge, truthful and not knowingly defamatory of any third party. The Subject shall indemnify the Producer against claims arising from knowingly false or defamatory statements made by the Subject.

6. Editorial Discretion

The Producer retains **sole editorial discretion** over the Project, including whether to use any portion of the Materials, and is not obligated to use the Materials.

7. Ownership

All Materials captured by the Producer, and all copyright, trademark, and other intellectual-property rights therein, are the **sole and exclusive property of the Producer**. To the extent any portion qualifies as a "work made for hire" under the Copyright Act (17 U.S.C. § 101 et seq.), it shall be so; to the extent not, the Subject hereby irrevocably **assigns** all right, title, and interest in the Materials to the Producer.

8. No Confidential Relationship

The Subject acknowledges that participation in the Project does not create a journalist-source confidentiality obligation unless expressly agreed in writing signed by the Producer. Any off-the-record or background agreement must be in writing signed by the Producer.

9. First Amendment / Newsworthiness

The Subject acknowledges that the Project may constitute protected speech and newsworthy expression under the First Amendment to the United States Constitution and applicable state constitutions, and that the Producer's use of the Materials in that context is privileged. The Subject shall not assert any claim inconsistent with such protection, and acknowledges that applicable anti-SLAPP statutes may apply to bar claims targeting such protected speech.

10. Release of Claims

The Subject **releases, discharges, and holds harmless** the Producer and its officers, directors, employees, agents, successors, assigns, licensees, and insurers from all claims arising from the authorized use of the Materials, including claims of defamation, invasion of privacy, right of publicity, and copyright infringement, to the fullest extent permitted by law.

Gross-negligence carve-out. This release does not extend to gross negligence, recklessness, willful misconduct, or intentional acts.

Acknowledgments

The Subject represents that the Subject is at least 18 years of age (or a parent/guardian is signing), has read and understood this Agreement, signs voluntarily, and is not relying on oral representations outside this Agreement.

General Provisions

Governing Law. [STATE] law governs.

Severability; Entire Agreement; No Oral Modification; Binding Effect; Counterparts; Electronic Signatures. Standard terms; ESIGN Act recognized.

Signatures

Interviewee/Subject

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Producer/Outlet

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE