

## Location Release - Rural Digital Youth Resiliency Project

The Rural Digital Youth Resiliency Project (the "**Organization**" which includes any assignee, licensee or successor in title) is creating a documentary and multimedia projects, made up of material submitted by online users, which is intended for making available on our site, streaming services, and social media platforms, and other distribution worldwide (the "**Content**" which includes any and all versions of such multimedia content now or subsequently produced, any part or parts of such content, any trailers, promotional material, documentary or other production based on or relating to such content).

One of the filmmakers (named below) submitting footage for the Content has recorded you and/or your voice on camera, or intends to record you and/or your voice for this purpose.

**NAME OF FILMMAKER:** .....(the "**Filmmaker**")

If you agree that the results and proceeds of the Filmmaker's filming, photography and recording at the Premises (the "**Recordings**" which expression includes all or any part(s) of such recordings and whether such recordings contain moving images and sound, or simply moving images, or simply sound) may be included in the Content and/or any other website owned by the Organization relating (in whole or in part) to the Content, it is necessary that you read and sign this Location Release Form (the "**Release**"), which sets out the terms of agreement between you and the Organization in relation to the Recordings and the Film.

The Organization shall be under no obligation to use the Recordings (or any part of the Recordings) and shall not be liable to you in the event that no part of the Recordings is used in the Content or on any Website in which case the terms set out in the Release below (other than clause 1 below which shall apply in any event) shall not apply and neither party shall have any obligation to the other.

Please complete the following information and then sign where indicated on the final page of this Release:

DATE: .....

NAME & ADDRESS OF PREMISES: .....

.....

(the "**Premises**", which expression includes the exterior and interior of such premises and all contents of such premises, including names, signs and identifying insignia, and any changes, additions or alterations to such premises made by the Filmmaker in connection with his/her filming, photographing and recording of the Video.)

NAME OF OWNER OF PREMISES: .....(the "**Owner**")

ADDRESS OF OWNER: .....

.....

PHONE NUMBER: .....

EMAIL ADDRESS: .....

If (in the Organization's sole discretion) the Recordings or any part of the Recordings is included in the Content, the Organization and the Owner agree as follows:

1. The Owner represents, warrants and confirms that the Owner has irrevocably granted to the Filmmaker the right to enter upon and film, photograph and record the Video at the Premises.
2. The Owner acknowledges and agrees that the Filmmaker is the sole and exclusive owner of the Recordings and has the right to distribute the Recordings throughout the world in perpetuity in all media and by any and all means now known or devised in future.
3. The Owner acknowledges that the Filmmaker has the sole and exclusive right to grant to the Organization (and the Owner irrevocably consents to such grant) a sublicensable, non-exclusive, royalty free license to the Contribution, and grants to the Organization the right to download, edit, copy, modify, and adapt the Contribution.
4. The Owner agrees that the Organization shall be entitled to identify the Premises in the Content and/or on any Website by its true name or to represent the Premises in the Content as being another place, whether real or fictitious or not to identify the Premises at all.
5. The Owner warrants and confirms to the Organization that (i) the Owner has the right to enter into this Release and grant the rights referred to in it free from any encumbrances and third party rights (ii) no consents are required from any third party with respect to the Owner entering into this Release.
6. The Owner agrees to indemnify and to keep the Organization fully indemnified against all claims, costs, proceedings, actions, demands, damages and/or liabilities whatsoever incurred by and/or awarded against and/or compensation agreed by the Organization in consequence of any breach or non-performance by the Owner of the representations and warranties in this Release.
7. The Owner acknowledges and agrees that all the rights granted by the Owner under this Release and all rights granted to the Filmmaker referenced in Clause 1 shall be deemed to include all the Owner's employees, agents, independent contractors and suppliers or other persons present on the Premises with the Owner's consent at the time of the filming, photographing and recording of the Video.
8. The Owner acknowledges that the Consideration will be deemed sufficient consideration for all rights, consents and releases granted under this Release and neither the Owner nor any other person shall be entitled to any sums whatsoever in connection with any exploitation whatsoever of the Recordings or the Content.
9. The Owner irrevocably releases the Organization and the Filmmaker from any and all liability of whatsoever nature in connection with the use of the Recordings and the portrayal of the Premises (whether in the Content, on any Website or otherwise), including without limitation claims for trespass, invasion of privacy, defamation (including libel or slander) and in respect of any other personal or property rights, and undertakes that the Owner will not now or in the future assert or maintain any such claim against the Organization or the Filmmaker.
10. The Owner acknowledges that the Owner shall not in any circumstances be entitled to rescind this Release or to any injunctive or other equitable relief or to enjoin or restrain the production, publicity, advertising or exploitation of the Recordings or the Content.
11. The Organization shall be entitled to assign, licence, charge or otherwise transfer or encumber the whole or any part of this Release or its rights and benefits under this Release to any third party.

12. If any provision of this Release is invalid, void or unenforceable under the law, rules or regulations of a particular state, such provisions shall in no way affect any other provision of this Release, the application or the validity or enforceability of this.

13. This Release constitutes the entire agreement between the parties.

15. This Release may be executed or transmitted in any electronic format. The parties agree that this Release may be authenticated with an electronic signature and each party's electronic signature should be given the same legal force and effect as a handwritten signature.

**SIGNATURE**



Authorized signatory for and on behalf of the Rural Digital Youth Resiliency Project.

**I confirm that I have read and agree to the above.**

**SIGNATURE**

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Signature of Owner (where Owner is an individual) or authorized signatory for and on behalf of Owner (where Owner is a corporate entity)