

## Pearson Video Challenge Using Release Forms

### Overview

When you produce a video, film, or other multimedia presentation, your production can include music, onscreen talent, on-location shots, and other distinctive elements. In many cases you need to get permission to use these images, sounds, or locations. In addition, you need to grant permission to Pearson to use your video production. The following Release Forms are for your use as you create your video:

- **Performance Release.** Use this form in the following cases:
  - People who appear onscreen in your video. This includes actors, musical talent, and people in on-the-street interviews. Be careful of random people that appear in the background of your video. You may need to blur their faces if you don't have a release form signed.
  - People who provide narration or voice-over talent in your video.
- **Property Release.** Use this form in the following cases:
  - If your video production is on location at a school, museum, or other recognizable location. This is especially true if you are identifying the location in your video.
  - If your video is *about* the particular location in your video.
- **Materials Release.** Use this form if you are incorporating the following into your video:
  - Music
  - Graphics and illustrations
  - Stock footage or other video
  - Animations
  - Audio
  - Any other multimedia asset that you did not create
- **Video Submission Form.** Once you have completed your video production, it is a media product that you must grant Pearson the right to use. For that reason you need the Video Submission.

If you are using media elements in your video that are in the Public Domain, you do not need to complete a release form. *If you are unsure if the item you are incorporating into your video is in the public domain, check with your teacher.* When in doubt, assume that you need a release form signed.

*In all cases the Video Submission form must be completed for your video production.*

**PERFORMANCE RELEASE**

1. I, the "Producer" identified below, want to take photographs and/or make audio, visual or motion picture recordings (the "Recordings") of you, the undersigned "Performer", for possible use in an audio/video recording ("Video") that I intend to submit to Pearson Education, Inc. ("Pearson") for potential inclusion in a program tentatively titled "Pearson Video Challenge" (the "Program"), and in other materials, all to be copyrighted and published by Pearson, its grantees and licensees, and you want me to make such Recordings for use by Pearson and me as set forth below.
2. You hereby grant to me permission to make the Recordings and edit them as desired, for inclusion in the Video.
3. You hereby grant to Pearson, and its respective successors, assigns, grantees and licensees, the right to edit, use, re-use, license, transfer or dispose of the Recordings, without limitation, for the Program and related materials, and for any and all other purposes, in perpetuity, throughout the world, in any and all languages, formats and media now known or hereafter known, including in versions created to comply with state and federal laws and regulations, and policies regarding accessibility, and with localized education standards. You hereby assign any and all right and title, including any intellectual property rights, including but not limited to copyright, that you may have in the Recordings or Video to Pearson. You hereby waive any right that you may have to inspect or approve the finished Recordings, Video, or Program, or any other materials that may include the Recordings, or are to be used in connection therewith, or the use to which the Recordings shall be applied.
4. Your name, voice, likeness, picture and biographical data may be used in the Recording, Video and/or Program, or in other materials containing the Recording, and in any materials that derive from, supplement, relate to, publicize, promote or advertise the same.
5. You agree to accept no monetary compensation in full consideration of the rights and permissions you have granted herein. You acknowledge the benefit of appearing in the Recordings, and that such benefit is adequate and sufficient consideration for entering into this release.
6. Any claim by you against me will not affect Pearson's rights to or ownership of the Recordings.
7. You warrant and represent that: (a) you have the full right and power to enter into this release and that the permission of no other person or entity is required; (b) that the terms of this release, and the rights you have granted herein, are not in conflict with and do not violate any commitment, agreement, obligation or understanding that you have or will have, to or with, nor infringe upon any rights of, any other person or entity; and (c) that the Recordings will not violate any personal or proprietary right of any person or entity or cause Pearson or me to incur any liability for payment to any person or entity.
8. You agree to indemnify and hold Pearson, me, and our officers, representatives, agents, employees, assignees, grantees and licensees ("Representatives"), harmless from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of (a) my making of the Recording; (b) the use of the Recording as set forth above; or (c) the inaccuracy, alleged or actual breach of any representation, warranty, covenant, agreement, or undertaking you have made herein. You further agree to indemnify and hold Pearson, me, and our Representatives, harmless from and against any liability by virtue of any blurring, distortion, alteration, digital manipulation, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the making of the Recordings, or in any subsequent processing thereof, as well as any publication or use thereof, including without limitation any claims for libel or invasion or privacy. You waive any and all right to injunctive relief in the event of any dispute with me and/or Pearson, and further agree that your sole remedy in such a dispute shall be at law.

**PRODUCER (print name):** \_\_\_\_\_

**PERFORMER**

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

Address: \_\_\_\_\_

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

\_\_\_\_\_

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

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

Tax ID#/SSN: \_\_\_\_\_

Proof of Age (Check one; attach photocopy):  Driver's License;  Birth Certificate;  Passport

**PERFORMANCE RELEASE**

**PARENT / LEGAL GUARDIAN PERMISSION**

PERFORMER (*print Owner's name*): \_\_\_\_\_

I am the parent or legal guardian of the Performer identified above, and whose signature appears on the attached Performance Release, and who is less than eighteen years old. I agree to the terms of the attached Performance Release, and these terms shall carry the same force as if I had agreed to them on my own behalf.

Signature \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

Tel # \_\_\_\_\_

**PROPERTY RELEASE**

1. I, the "Producer" identified below, want to take still photographs and/or make an audio, visual or motion picture recording (the "Recording") of the property identified below ("Property") located at the address identified below (the "Location") for possible use in an audio/video recording ("Video") that I intend to submit to Pearson Education, Inc. ("Pearson") for potential inclusion in a program tentatively titled "Pearson Video Challenge" (the "Program"), and in other materials, all to be copyrighted and published by Pearson, its grantees and licensees, and you, the undersigned "Owner" of the Property, want me to make such Recordings for use by Pearson and me as set forth below.

**PROPERTY (describe):** \_\_\_\_\_  
\_\_\_\_\_

**LOCATION (address):** \_\_\_\_\_  
\_\_\_\_\_

- 2. You hereby grant to me permission to enter onto, bring equipment onto, and remove the same, and use the Location for the purposes of making the Recordings of the Property, and to edit the Recordings as desired for inclusion in the Video.
- 3. You hereby grant to Pearson, and its respective successors, assigns, grantees and licensees, the right to edit, use, re-use, license, transfer or dispose of the Recordings, without limitation, for the Program and related materials, and for any and all other purposes, in perpetuity, throughout the world, in any and all languages, formats and media now known or hereafter known, including in versions created to comply with state and federal laws and regulations, and policies regarding accessibility, and with localized education standards. You hereby assign any and all right and title, including any intellectual property rights, including but not limited to copyright, that you may have in the Recordings or Video to Pearson. You hereby waive any right that you may have to inspect or approve the finished Recordings, Video or Program, or any other materials that may include the Recordings, or are to be used in connection therewith or the use to which the Recordings shall be applied.
- 4. The name, likeness, picture, location and historical data of the Property may be used in the Recording, Video and/or Program, or in other materials containing the Recording, and in any materials that derive from, supplement, relate to, or publicize, promote or advertise the same.
- 5. You agree to accept no monetary compensation in full consideration of the rights and permissions you have granted herein. You acknowledge the benefit of having your Property included in the Recordings, and that such benefit is adequate and sufficient consideration for entering into this release.
- 6. I agree to hold you harmless against any and all injury, damage or liability, which you or the Property might sustain caused by me or my equipment. Any claim by you against me shall not affect Pearson's rights to or ownership of the Recording.
- 7. You warrant and represent that: (a) you have the full right and power to enter into this release and that the permission of no other person or entity is required; (b) that the terms of this release, and the rights you have granted herein, are not in conflict with and do not violate any commitment, agreement, obligation or understanding that you have or will have, to or with, nor infringe upon any rights of, any other person or entity; and (c) that the Recording of the Property will not violate any personal or proprietary right of any person or entity or cause Pearson or me to incur any liability for payment to any person or entity.
- 8. You agree to indemnify and hold Pearson, me, and our officers, representatives, agents, employees, assignees, grantees and licensees ("Representatives"), harmless from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of (a) my making of the Recording; (b) the use of the Recording as set forth above; or (c) the inaccuracy, alleged or actual breach of any representation, warranty, covenant, agreement, or undertaking you have made herein. You further agree to indemnify and hold Pearson, me, and our Representatives, harmless from and against any liability by virtue of any blurring, distortion, alteration, digital manipulation, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the making of the Recordings, or in any subsequent processing thereof, as well as any publication or use thereof, including without limitation any claims for libel or invasion or privacy. You waive any and all right to injunctive relief in the event of any dispute with me and/or Pearson, and further agree that your sole remedy in such a dispute shall be at law.

**PRODUCER (print name):** \_\_\_\_\_

**OWNER** (if Owner is under age of 18, attach Parent/Legal Guardian Permission)

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

Address: \_\_\_\_\_

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

\_\_\_\_\_

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

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

Tax ID#/SSN: \_\_\_\_\_

Proof of Age (Check one; attach photocopy):  Driver's License;  Birth Certificate;  Passport



**PROPERTY RELEASE**

**PARENT / LEGAL GUARDIAN PERMISSION**

OWNER (*print Owner's name*): \_\_\_\_\_

I am the parent or legal guardian of the Owner identified above, and whose signature appears on the attached Property Release, and who is less than eighteen years old. I agree to the terms of the attached Property Release, and these terms shall carry the same force as if I had agreed to them on my own behalf.

Signature \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

Tel # \_\_\_\_\_

**STUDENT VIDEO SUBMISSION FORM**

1. I, the undersigned "Student", have created an audio, visual or motion picture recording (the "Submission") for possible use in a program tentatively entitled "Pearson Video Challenge" (the "Program"), and in other materials, all to be copyrighted and published by Pearson Education, Inc. ("Pearson"), its grantees and licensees.
2. I represent and warrant that:
  - a. I am the sole designer, creator, and owner of all elements of the Submission, including any visual or auditory materials, except for those materials owned by third parties for which I have obtained and delivered to Pearson signed Materials Permission Forms using a form approved by Pearson permitting the use of such materials in the Submission. The Submission: (a) does not infringe upon the intellectual property or moral rights of any third party; (b) does not infringe upon the privacy or publicity rights of any third party; (c) does not now, and will not in the future, violate any agreements or understandings I may have with any third party; and (d) has not been published, distributed, or disseminated previously in any medium.
  - b. I have obtained and delivered to Pearson signed Performance Release Forms using a form approved by Pearson from all persons depicted in the Submission permitting the use of their image or likeness in the Submission, including one for myself if I appear in the Submission.
  - c. I have obtained and delivered to Pearson signed Property Release Forms using a form approved by Pearson from all owners whose property is depicted in the Submission permitting the use of the image or likeness of the property in the Submission .
3. I agree that by submitting the Submission, I grant to Pearson, and its respective successors, assigns, grantees and licensees, the right to edit, use, re-use, license, transfer or dispose of the Submission, without limitation, for the Program and related materials, and for any and all other purposes, in perpetuity, throughout the world, in any and all languages, formats and media now known or hereafter known, including in versions created to comply with state and federal laws and regulations, and policies regarding accessibility, and with localized education standards. I hereby assign any and all right and title, including any intellectual property rights, including but not limited to copyright, that I may have in the Submission to Pearson. I hereby waive any right that I may have to inspect or approve the finished Program, or any other materials that may include the Submission, or are to be used in connection therewith, or the use to which the Submission shall be applied.
4. I consent to Pearson's use of my name, likeness, photograph, voice, opinions, and/or ideas and statements about the Submission for promotional purposes in any media, worldwide, without further payment or consideration.
5. I agree that Pearson is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming or by any technical or human error which may occur in the processing or use of the Submission, and that Pearson is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access to, or alteration of, the Submission.
6. I release Pearson, and its respective officers, directors, agents, employees, assigns, and all others associated with the development and execution of the Program, from any and all liability with respect to or in any way arising from the Submission, including but not limited to liability for personal injury, bodily injury including wrongful death or disability, damage to property, and damage or loss of any other kind. I agree to indemnify and hold Pearson and its officers, representatives, agents, employees, assignees, grantees and licenses, harmless from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of: (a) the use of the Submission as set forth above; (b) the inaccuracy, alleged or actual breach of any representation, warranty, covenant, agreement, or undertaking I have made herein; (c) any blurring, distortion, alteration, digital manipulation, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the making of the Submission or in any subsequent processing thereof; and (d) any publication or use thereof, including without limitation any claims for libel or invasion or privacy.
7. I agree that all issues and questions concerning the construction, validity, interpretation and enforceability of this agreement, or my rights and obligations in connection with the Submission, shall be governed by, and construed in accordance with, the laws of the New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York. I waive any and all right to injunctive relief in the event of any dispute with Pearson, and further agree that my sole remedy in such a dispute shall be at law.

**STUDENT** (if Student is under age of 18, attach Parent/Legal Guardian Permission)

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

Address: \_\_\_\_\_

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

\_\_\_\_\_

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

Telephone: \_\_\_\_\_

Age: \_\_\_\_\_

Tax ID#/SSN: \_\_\_\_\_

Proof of Age (Check one; attach photocopy):  Driver's License;  Birth Certificate;  Passport

**STUDENT VIDEO SUBMISSION FORM**

**PARENT / LEGAL GUARDIAN PERMISSION**

STUDENT (*print Student's name*): \_\_\_\_\_

I am the parent or legal guardian of the Student identified above, and whose signature appears on the attached Student Video Submission Form, and who is less than eighteen years old. I agree to the terms of the attached Student Video Submission Form, and these terms shall carry the same force as if I had agreed to them on my own behalf.

Signature \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

Tel # \_\_\_\_\_

1. I, the "Producer" identified below, want to incorporate the following items in an audio/video recording ("Video") that I intend to submit to Pearson Education, Inc. ("Pearson") for potential inclusion in a program tentatively titled "Pearson Video Challenge" (the "Program"), and in other materials, all to be copyrighted and published by Pearson, its grantees and licensees, and you, the undersigned "Grantor", agree to grant to Pearson and me the right to incorporate such items in the Video accordance with the terms of this agreement. All items checked and described below shall be referred to collectively as the "Materials".

- Photographs, Illustrations/drawings, Video, Animations, Text, Art/fine art, Audio, Other

Description of the Materials:

- 2. You hereby grant to me the right and permission to use the Materials in the Video. Such right shall include, without limitation, the right to: (a) modify the Materials; (b) combine the Materials or portions thereof with such other material (i.e., animation, video, sound, software) which I select to create the Video; and (c) put the Materials into digital electronic form.
3. You hereby grant to Pearson the worldwide, perpetual and irrevocable right and permission to use the Materials in the Video and Program, and in other materials, and for any and all other purposes, in any and all languages, formats and media now known or hereafter known. Such right shall include, without limitation, the right to: (a) modify the Materials; (b) combine the Materials or portions thereof with such other material (i.e., animation, video, sound, software); (c) put the Materials into digital electronic form; (d) use the Materials in print publications, electronic versions, audio and video recordings, and in versions created to comply with state and federal laws and regulations, and policies regarding accessibility, and with localized education standards, and in advertising and promotional materials; (e) reproduce and manufacture the Video and Program, and other materials containing the Materials; (f) market, distribute, sell, transfer, dispose of, sublicense, lease, rent, directly or indirectly to end users, the Video, Program and other materials containing the Materials; and (g) grant sublicenses to sub-distributors or value added resellers to undertake the activities authorized above. You hereby waive any right that you may have to inspect or approve the finished Video or Program, or any other materials that may include the Materials, or are to be used in connection therewith, or the use to which the Materials shall be applied.
4. If you appear in the Materials, your name, voice, likeness, picture and biographical data may be used in the Video and/or Program, or in other materials containing the Materials, and in any materials that derive from, supplement, relate to, or publicize, promote or advertise the same. Pearson or I may in our discretion list a credit if we use the above Materials.
5. You agree to accept no monetary compensation in full consideration of the rights and permissions you have granted under this agreement. You acknowledge the benefit of having your Materials included in the Video and/or Program, and in other materials, and that such benefit is adequate and sufficient consideration for entering into this agreement.
6. Any claim by you against me will not affect Pearson's rights to or ownership of the Recordings.
7. You warrant and represent that: (a) you have the full right and power to enter into this agreement and that the permission of no other person or entity is required; (b) the terms of this agreement, and the rights you have granted herein, are not in conflict with and do not violate any commitment, agreement, obligation or understanding that you have or will have, to or with, nor infringe upon any rights of, any other person or entity; (c) the Materials are original; (d) that the Materials do not contain any libelous or otherwise unlawful material or violate any copyright, trademark, patent or other intellectual property right; and (e) the Materials will not violate any personal or proprietary right of any person or entity or cause Pearson or me to incur any liability for payment to any person or entity.
8. You agree to indemnify and hold me and Pearson and our officers, representatives, agents, employees, assignees, grantees and licensees harmless from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of: (a) the use of the Materials as set forth above; or (b) the inaccuracy, alleged or actual breach of any representation, warranty, covenant, agreement, or undertaking you have made herein. You further agree to indemnify and hold Pearson, me, and our Representatives, harmless from and against any liability by virtue of any blurring, distortion, alteration, digital manipulation, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the making of the Video, Program, or any other materials containing the Materials, or in any subsequent processing thereof, as well as any publication or use thereof, including without limitation any claims for libel or invasion or privacy. You waive any and all right to injunctive relief in the event of any dispute with me and/or Pearson, and further agree that your sole remedy in such a dispute shall be at law.

PRODUCER (print name):

GRANTOR (if Grantor is under age of 18, attach Parent/Legal Guardian Permission)

Signature: Address:
Print Name:
Date: Telephone:
Age: Tax ID#/SSN:

Proof of Age (Check one; attach photocopy): Driver's License; Birth Certificate; Passport