

## Interview Release

[Basic Consent and Release for use with interview subjects]

**Grant.** For consideration which I acknowledge, I consent to the video and audio recording of my statements and grant to \_\_\_\_\_ (“Company”) and Company’s assigns, licensees and successors the right to copy, reproduce, and use all or a portion of the statements (the “Interview”) for incorporation in the following work \_\_\_\_\_ (the “Work”).

I permit the use of all or a portion of the Interview in the Work in all forms and media including advertising and related promotion throughout the world and in perpetuity. I grant the right to use my image and name in connection with all uses of the Interview and waive the right to inspect or approve use of my Interview as incorporated in the Work.

**Release.** I release Company and Company’s assigns, licensees and successors from any claims that may arise regarding the use of the Interview including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. I acknowledge that I have no ownership rights in the Work.

Company is not obligated to utilize the rights granted in this Agreement.

I have read and understood this agreement and I am over the age of 18. This Agreement expresses the complete understanding of the parties.

\_\_\_\_\_  
Interview Subject Signature

\_\_\_\_\_  
Interview Subject Name

\_\_\_\_\_  
Interview Subject Address

Date \_\_\_\_\_

## Explanation for Interview Release

It's possible that the interview may already have been recorded, in which case the language "consent to the recording of my statements and" can be stricken from the Grant section. If the Interview will be included in more than one work, list all works and change the term "Work" to "Works" throughout the agreement.

This is considered an unlimited release and is very broad. If the subject wants a narrower "Grant" provision, adjust it accordingly. For example, the subject may only consent to the use of statements in a video, but not in a separate audio recording, or in a book.

If the interview subject does not wish to waive the right to inspect the final work, strike that sentence and arrange for the interview subject to provide approval.

If the release is executed after the interview has been transcribed, it is helpful to attach a transcription of the interview to the release agreement. This provides an assurance that the interview subject has notice of what was said in the interview. Add a sentence to the grant section such as "A complete transcription of the interview is attached and incorporated in this Agreement."

The release section provides protection against subsequent legal claims.

If the interview subject is under 18, a parent or guardian's consent is required.

Only the interview subject needs to sign the release, not the company preparing the work.

For more information regarding the use of releases, check my book *Getting Permission: How to License and Clear Copyrighted Materials*, or check my blog, *Dear Rich: Nolo's Patent Copyright and Trademark Blog*.