What is a Model Release Form?

A model release form is a legal document between you, the photographer and the person or the person who owns the property you're photographing). It is the written form of their permission allowing you to publish their image on your website, blog, and marketing materials. Model releases sometimes spells out the compensation for the model or photographer (given the situation).

Disclaimer

The following model release form template has not been reviewed by a lawyer. It is provided for free to the club and is intended to be a guideline rather than a comprehensive, complete contract. Furthermore, many of the provisions may not be applicable depending on the type of photography you operate and the location in which you operate. It may also be missing provisions applicable to your type and location of photography. Dapto Camera Club is not responsible for any damages, lawsuits, or disputes that may arise from the use of this model release form template.

When Do You Need a Model Release?

A model release is needed whenever you take an image of a recognizable person or identifiable feature (such as a tattoo). If you are photographing a property, you may need need a property release form signed by the owner of the property. It doesn't only apply to professional models, but to anyone who is being photographed.

Why do You Need a Model Release Form?

A model release form will protect you against civil liability lawsuit should an issue arise later on. It protects all parties involved, including the subject being photographed. It will also be needed if you decide to license at a later date. You should save all your release forms in case you need them in the future.

Here is some of the verbiage I include in my model release form:

I hereby assign full copyright of these photographs to the above-mentioned photographer (and the related representatives and assigns) together with the right of reproduction either wholly or in part.

I grant to the Photographer or licensees or assignees the permission to can the above-mentioned photographs either separately or together, either wholly or in part, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product advertising and such other fashion /business purpose in any manner and medium.

The Photographer and licensees or assignees may have unrestricted use of these for whatever purpose, including advertising, with any retouching or alteration without restriction.

I agree that the above mentioned photographs and any reproductions shall be deemed to represent an imaginary person, and further agree that the Photographer or any person authorized by or acting on his or her behalf may use the above mentioned photographs or any reproductions of them for any advertising purposes or for the purpose of illustrating any wording, and agree that no such wording shall be considered to be attributed to me personally unless my name is used.

Provided my name is not mentioned in connection with any other statement or wording which may be attributed to me personally, I undertake not to Prosecute or to institute proceedings, claims or demands against either the Photographer or his or her agents in respect of any usage of the above mentioned photographs. I hereby release the photographer named above from all claims and liability relating to images, video or photographs taken of me.