

Model Release – Agreement on Photo, Video and Audio Recordings

This template is written for adults and for typical photo and video productions. Image rights are governed nationally, so set the governing law in section 12 and adapt the wording to the country you work in.

1. Parties

Licensee / commissioning party

Name / company: _____

Address: _____

Email: _____

Phone (optional): _____

Person depicted

Name: _____

Email: _____

Address (only as far as needed for unambiguous identification):

☐ I confirm that I am at least 18 years old.

2. Project

Project / production: _____

Date of the shoot: _____

Location: _____

End client, if different: _____

This agreement covers the photo, video and audio recordings made as part of the project named above in which the person depicted is recognizable (the “Recordings”).

3. Permitted use

The person depicted permits the licensee named above to use, reproduce, publish and make the Recordings publicly available to the extent set out below. The Recordings are used solely for the purposes agreed here.

Purpose

☐ Portfolio / self-promotion

- ☐ Company website
- ☐ Organic social media posts
- ☐ Paid social and online advertising
- ☐ Print advertising / brochures / flyers
- ☐ Press and public relations
- ☐ Presentations / internal communication
- ☐ Campaigns and advertising for the following client: _____
- ☐ Other purpose: _____

Media and channels

Channels (websites, platforms, print media or other): _____

Territory

- ☐ Country of the production only: _____
- ☐ European Union / EEA
- ☐ Worldwide
- ☐ Other: _____

Duration

- ☐ Until: _____
- ☐ For the duration of the project / campaign described above
- ☐ Without a time limit, as far as legally permitted

Use for purposes materially different from those agreed here is not covered by this agreement.

4. Editing the Recordings

The Recordings may be edited technically and creatively within the agreed purpose. This includes in particular selection, cropping, resizing, color correction, retouching, audio editing, and placement into layouts, videos or other design elements.

Any use that attributes statements, characteristics or actions to the person depicted that are not factual is not covered by this agreement. Use in degrading, discriminatory or otherwise seriously damaging contexts is not permitted.

Unless separately agreed, the following are not covered:

- training generative AI models on the Recordings,
- generating synthetic or deceptively realistic depictions of the person depicted,
- face swaps or comparable alterations of identity,

- any use beyond the purposes agreed above.

5. Sharing with third parties

The Recordings may be passed to the end client named above and to service providers, as far as this is necessary to produce, edit, publish or carry out the agreed use. Service providers do not thereby receive independent rights of use beyond the agreed purpose.

Any sharing or licensing beyond that — in particular to third parties not named here, or for use with other products, brands or campaigns — is permitted only where expressly agreed below:

Additional agreement: _____

6. Credit

- ☐ The Recordings may be used without naming me.
- ☐ My first name / name may be shown alongside the Recordings.

Preferred credit: _____

7. Compensation

For the agreed use:

- ☐ The agreement is made without payment.
- ☐ The following compensation was agreed: _____
- ☐ TFP / time for prints: in return, the person depicted receives:

Further claims to compensation exist only where expressly agreed or provided for by law.

8. Use by the person depicted

- ☐ The person depicted may use the Recordings provided to them for private purposes.
- ☐ The person depicted may also use the Recordings for their own portfolio and social media channels.
- ☐ No own use agreed.

Copyright and any other rights of the photographer or other rights holders remain unaffected.

9. Data protection

The person depicted has been informed who is responsible for processing their personal data and for which purposes the data and Recordings are processed.

Where the GDPR applies, the full privacy information under Art. 13 GDPR was provided before this agreement was concluded and is available at:

URL of the privacy information: _____

It sets out in particular the legal bases, recipients, storage period or the criteria for it, data subject rights, and how to get in touch.

Where processing rests on consent under data protection law, the rights provided for by law remain unaffected, in particular the right to withdraw consent with effect for the future.

10. Contact for questions or changes

Questions about the agreed use or the processing of personal data can be directed to:

Name / company: _____

Email: _____

Postal address: _____

11. Governing law

Rules on the right to one's own image, and the form requirements that go with them, are set nationally.

Name the law that applies to this agreement:

This agreement is governed by the law of: _____

Should individual provisions be or become invalid, the validity of the remaining provisions is unaffected.

12. Consent and signature

I have read and understood the agreement above. The scope of the permitted use was communicated to me before the agreement was concluded.

Person depicted

Name: _____

Place / date: _____

Signature / electronic signature: _____

Licensee

Name / company: _____

Place / date: _____

Signature / electronic confirmation: _____

If concluded digitally

Document version: _____

Time of conclusion: _____

Project ID / reference: _____

The confirmed version of the agreement is made permanently available to both parties.

Note on this model release template (not part of the agreement)

This free template is general orientation and does not constitute legal advice. It was not drafted for any specific case and cannot replace an individual legal review.

Whether a model release is suitable, and in what form, depends among other things on the purpose of the recordings, the planned use, the people involved, any compensation, and how data protection is handled.

Rules on the right to one's own image are set at national level and differ between countries, including within the EU. Adapt this template to your project and to the law that applies to it.

For large commercial productions, minors, employees, sensitive recordings, or unusual types of use, we recommend a legal review.

Exportlab accepts no liability for the use of this template. The pages carrying this note are not part of the agreement and can be removed before use.