



WFTS-TV ABCActionNews.com



# Consent and Release Agreement

This Consent and Release Agreement ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between \_\_\_\_\_ (the "Participant"), and Scripps Media, Inc., d/b/a WFTS-TV ("Scripps").

In connection with the creation by Scripps of a video production, including but not limited to news reports, commercials or promotions ("Production"), Participant grants to Scripps, its parent, subsidiaries and affiliates, and their licensees, successors, assigns, agents and those for whom they are acting, the consent and the absolute, irrevocable and unrestricted right and permission to:

1. Use, edit and create news reports, commercial materials or other derivative works from the statements, sounds and visual images obtained related to the Production, including but not limited to any audio or visual content recorded by Scripps of the Participant or participants representatives or agents ("Interviewee(s)") and any other material supplied by Participant for use in connection with the Production.
2. Use the name, voice, likeness, statements, actions and biographical data of the Interviewee(s) for any purpose, including the news reporting, marketing, promotion, exhibition or any other exploitation of the Production in any format, including but not limited to print, electronic and digital formats. Furthermore, Participant grants to Scripps the right to copyright, record, reproduce, broadcast, distribute, edit, publish, exhibit, disseminate, couple and use in any way throughout the universe and in perpetuity, the audio and/or visual portions of any videotape, film, pictures, negatives, prints, photographs, stills or other recordings of the Production, and any reproduction thereof, including the right to broadcast or publish and perform master recordings featuring Participant's picture or voice for use through any medium or media now known or hereafter devised including, but not limited to, theatrical release, home video release television (including, but not limited to free, pay-per-view, cable, broadcast, subscription, video on demand, near video on demand, interactive, satellite or community), radio (including, but not limited to, satellite and terrestrial radio), the Internet, any wireless distribution technology or service, digital transmissions to any interactive digital downloading and streaming media, non-theatrical television and for advertising, publicity, promotion, trade, programming or any other lawful purpose whatsoever related thereto.

Participant hereby waives any right he/she may have to inspect or approve any Production created by Scripps pursuant to this Agreement. Participant agrees that he/she will receive \$0.00 (zero) compensation unless a separate contract is created and approved prior to the start of the Production.

Participant hereby releases, discharges and agrees to hold harmless Scripps (as defined above) from any liability, loss, damage (including consequential), costs, loss of services, claims, including without limitation attorney's fees and costs arising from or related to the contents, production, broadcast or use in the Production, or use of any portrait, picture, recording (audio or visual) of Participant or of any scene or sequence in which Participant's likeness appears. Participant specifically agrees to indemnify and hold Scripps harmless from any liability arising or resulting from Participant's actual and/or alleged statement and/or actions in connection with the Production.

The signatory for Participant represents that he/she has the authority to enter into this Agreement and is eighteen (18) years of age or older:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

If under 18, I acknowledge that I am the parent/guardian of the minor whose signature appears above and do hereby consent and agree to the terms and provisions of this Release, Consent, and Agreement.

\_\_\_\_\_  
Guardian Signature

\_\_\_\_\_  
Date