

Release Form

StoryCorps Release Form

1. **Introduction.** I, _____, am a participant in StoryCorps. I understand that StoryCorps is a nationwide initiative of Sound Portraits Productions ("Sound Portraits") to record and collect oral history interviews. I understand that one recording of my interview (the "Interview") will remain with me, and that Sound Portraits will retain a second copy of the Interview.

2. **Transfer of Rights.** In consideration of the recording and preservation of the Interview, conducted on or about the date set forth below, I hereby relinquish and transfer to Sound Portraits all title and literary property rights that I have or may be deemed to have in the Interview. I understand that these rights include all rights, title and interest in any copyright, pursuant to United States copyright laws. I understand that my conveyance of copyright encompasses the exclusive rights of reproduction, distribution, and preparation of derivative works, as well as all renewals and extensions. I understand that Sound Portraits may, without further approval on my part, assign, license and sublicense these rights to other entities for scholarly and educational uses and purposes, including but not limited to the Library of Congress and other libraries, archives and institutions, where the Interview will be available solely for non-commercial use.

3. **Use of Interview.** I understand that Sound Portraits and its licensees may, without further approval on my part, exhibit, distribute, edit, reproduce, publish, publicly perform, publicly display and broadcast the Interview, or any portion thereof, in all media, including but not limited to: radio, television, compact disc, in print, and on the Internet, as well as any successor technologies, whether now existing or hereafter developed.

4. **Use of Likeness, Etc.** I agree that Sound Portraits and its licensees may use my name, voice, photographic likeness and life story in connection with the exhibition, reproduction, distribution, publication, public performance, public display, broadcast, and promotion of StoryCorps and of Sound Portraits, without further approval on my part.

5. **Release.** Without further approval on my part, I release Sound Portraits and its employees, directors, officers, agents, successors, licensees and assigns (including but not limited to the Library of Congress) (the "Released Parties") from all manner of claims, demands, disputes, suits and causes of action, damages, obligations and liabilities, including but not limited to defamation, invasion of privacy, misappropriation of publicity rights, obscenity and copyright infringement, which I now have, have ever had or may hereafter have against the Released Parties relating in any way to the use and/or content of the Interview.

6. **Indemnification.** I agree to indemnify and hold harmless Sound Portraits and its employees, directors, officers, agents, successors, licensees and assigns (including but not limited to the Library of Congress) from and against all third party claims (including but not limited to claims for defamation, invasion of privacy, right of publicity, or copyright infringement), liabilities, damages and expenses (including attorneys' fees and court costs) and other such losses arising out of, resulting from, or related to the use and/or content of the Interview.

7. Governing Law. This release shall be governed by, and construed in accordance with, the internal law of the State of New York, without regard to conflicts of laws.

8. Severability. If any provision of this release is determined to be illegal or unenforceable, that provision shall be severed from this release, and such severance will have no effect upon the enforceability of the remainder of this release.

I UNDERSTAND THAT SOUND PORTRAITS INTENDS TO RELY ON THIS RELEASE, AND THEREFORE UNDERSTAND THAT IT IS PERMANENT AND IRREVOCABLE. I HAVE READ THE ABOVE RELEASE, AUTHORIZATION AND AGREEMENT, PRIOR TO ITS EXECUTION, AND AM FULLY FAMILIAR WITH ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND SOUND PORTRAITS AND I SIGN IT OF MY OWN FREE WILL.

ACCEPTED AND AGREED:

Signature _____

Date _____
(month / date / year)

Printed Name _____

Address: _____

City _____ State _____

Zip _____

Telephone _____

E-mail _____

Signature of Parent or Guardian _____

Date _____
(month / date / year)

(if participant is a minor)

Printed Name of Parent or Guardian _____