

Photoshoot Release Checklist

What to Include in a Photoshoot Liability Release Waiver:

1. Parties Involved

- Photographer's name or business name
- Model/subject's name
 - Name each individual (or have a separate release for each individual) being photographed, including models or any person whose likeness appears in the images
- Specify who is being granted the rights to use the images

2. Descriptions/Details

- Specify date(s) and location(s) where the photoshoot is taking place
- Describe the nature or intention of the photos being taken, for example: headshots, portraits, or event photos

3. Scope of Use

- Uses: Clearly outline how the photographer can use the images
 - Commercial: advertisements, marketing materials, websites, or social media for promotional purposes
 - Editorial: use in newspapers, blogs, or other forms of editorial content
 - Portfolio: use in the photographer's physical or digital portfolio
 - Personal use: if the photographer will only use the images for personal/private purposes
- Media types: specify where the images may appear (online, print, video or elsewhere)

4. Compensation

- Clearly state if the model/subject is being compensated either monetarily or non-monetarily
- State what royalties/if the model will receive royalties or future payments for the continued use of images

5. Duration of the Release

- Indicate the time limit of the release or if it is indefinite - some releases might apply for a certain number of years, after which the agreement must be renegotiated

6. Revocation Clause

- Specify when the model has the right to revoke their consent - if not allowed, *this should be clearly mentioned*

7. Waiver of Rights

- Include an acknowledgement clause where the model agrees to waive their right to control or approve the final images, edits, or how the images will be used (within the scope of the agreed-upon terms)

8. Legal Acknowledgments

- Alterations: clarify if/when the photographer has the right to modify, edit, or retouch the images without seeking further approval from the subject
- Indemnification: a clause meant to protect the photographer from legal liability if a third party disputes the use of the images
- Minors: if the subject is under 18, the release must be signed by a parent or legal guardian (include a section for the guardian's name, relationship to the minor, and signature)

9. Signatures

- Subject: the person/people being photographed must sign the release to indicate they agree to the terms
- Photographer: some releases may also require the photographer's signature
- Date of Signature: Ensure the date of the signature is included to make the release valid from that point forward.

10. Contact Information

- Include phone numbers, email addresses, or business addresses for both the photographer and the subject(s) in case further communication is necessary

11. Governing Law (Optional)

- Clarify which state or country's laws will govern the agreement if any legal disputes arise

12. Additional Clauses (Optional)

- Exclusivity: specify if images are to be used exclusively by the photographer and not shared with third parties
- Future use: clarify here if the photographer plans to sell or license images to third parties, and if any additional rights or compensation would be due to the model

13. Review With a Legal Professional