

Model Release Guidelines

Please use the model release form found on the following page as it has been approved by Penn State Risk Management.

Model releases must be obtained in order to legally use a person's image and likeness in marketing materials. When in doubt, always secure a model release; this is a good practice to help us safeguard our use of individuals in our marketing materials.

IMPORTANT: For children and youths under the age of 18—a model release must be obtained and should be filled out by the individual's parent or guardian.

Public Events—Exception to Obtaining Releases

When photographing or filming public events (For example, commencement, THON, public banquets, etc.) or in public areas, individual model releases may not be needed. One line of differentiation is when a shot generally composes a crowd or group verses a shot that generally focuses on one individual. When a person is the clear focus of a shot, even when in a public setting, a model release should be obtained from the individual.

For photographing or filming public events, signs should be posted at all main entryways to the venue or area stating: **"By entering this venue, you are consenting to be photographed or filmed for use in Penn State marketing materials."**

Children at public events : Photographers must obtain model releases for individuals under the age of 18 at public events. For example, at THON, a model release is required for a photo of a THON child, but it is not required for one of Penn State student dancers if the appropriate signs are posted.

Situations Where Releases Were Not Obtained

If a model release was not obtained during a photo or video shoot, the discernibility of an individual's likeness will be a decision to be made during the editing or post-production process. Always err on the side of not including in your creative an individual (for whom a model release was not obtained) whose face may be visible in a given photo or video clip.

Electronic Releases

Electronic apps and online software can be utilized instead of paper form to capture releases. Strategic Communications uses **Easy Release**, one such phone app that captures digital signatures and organizes releases to be stored with the image when downloaded. More information can be found [here](#).

Please note: the legal language from University Marketing's model release must be copied and pasted in to Easy Release's "Release Legal Text Defaults" form. To do this, open the Easy Release app, go into settings, scroll down to "Release Legal Text Defaults" and click on "model-standard" in the dropdown menu. Click on the plus (+) symbol on the lower left hand corner; Enter 'Penn State Model Release' in the name field and copy and paste the legal language from the University Marketing Model release into the "legal text" field in Easy Release. Click Done.

Once the new release has been added, ensure it is your default by scrolling down to "Release Legal Text Defaults" in settings and click on "Penn State Model Release" in the dropdown menu.

Storing Model Releases

- All paper model releases should be organized by date and event and filed in an area that can be secured.
- Digital releases should be archived and organized by date and event on a secure server.

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Produced by the Penn State Department of University Marketing U.Ed. SCM 18-57



CONSENT, LICENSE AND RELEASE AGREEMENT

I, the undersigned, hereby grant my permission and consent to The Pennsylvania State University ("Penn State") and its affiliates, officers, agents, and employees (together, "Penn State Representatives") to photograph, video record, or audio record me.

I hereby grant an irrevocable, world-wide, royalty-free right and license to Penn State and Penn State Representatives to utilize, adapt, modify, reproduce, distribute, publicly perform and display the photographs, video, and/or audio (collectively "Media") taken of me for use in promotional, educational, informational, advertising or commercial materials and communications in any form now known or later developed, including but not limited to publications, websites, articles, brochures, books, magazines, newsletters, exhibits, videos, films, social media, advertisements, and training programs (collectively "Materials"). Furthermore, I hereby authorize and consent to the use of my name, image, likeness, and voice (collectively, "Likeness") in the Media for all Materials or any other purposes deemed appropriate by Penn State.

I hereby waive any right to be notified or to inspect or approve the Media or any Materials that are created using my Likeness, now or in the future, whether that use is known or unknown to me. I hereby waive any right to royalties or other compensation arising from or related to the use of the Media or Materials. I hereby release and hereby agree to indemnify and hold harmless Penn State and its trustees, Penn State Representatives, and their licensees and assigns for any and all claims that I or any third party may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation, or any other cause of action arising of the use, utilization, adaptation, modification, reproduction, distribution, publicly performance or display of my Likeness in the Media or Materials. In accordance with this complete release of all rights in my Likeness used in the Media and Materials, I hereby waive any and all claims, damages, or liability arising from or related to the use of the Media, including but not limited to any misuse, distortion, blurring, alteration, optical illusion, or use in composite form, either intentionally or otherwise, of my Likeness that may occur or be produced in taking, processing, reducing, adapting, modifying, producing, reproducing of the Media and Materials and their publication, distribution, display or performance.

I understand and agree that Penn State is and shall be the exclusive owner of all right title and interest, including any copyright, in the Media and Materials.

I have read this Consent, License and Release before signing below, and I fully understand the contents, meaning, and impact of this Consent, License and Release. This Consent, License and Release shall be binding upon and inure to the benefit of my successors and assigns, and contains the entire understanding of the parties with regards to the Media and Materials.

I hereby represent that I am eighteen (18) years of age or older and I am competent to contract in my own name.

Name (print)

Email (non PSU)

Phone Number

Signature

Date

I hereby certify that I am the parent and/or legal guardian of the above-named minor, and do hereby give my consent without reservation to Penn State on behalf of such minor child.

Name (print)

Signature of Parent or Legal Guardian

Date