



# VANCOUVER FILM SCHOOL

## Student Project – Performer Release Form

PERFORMER'S NAME:			PERFORMER'S BIRTH DATE:	
PERFORMER'S ADDRESS:	STREET ADDRESS AND CITY			
	PROVINCE	COUNTRY	POSTAL CODE	
VFS STUDENT'S NAME:			PROJECT:	NAME OF PROJECT
PERFORMER'S PERFORMANCE:	DESCRIPTION OF PERFORMANCE			<input type="checkbox"/> UNION <input type="checkbox"/> NON-UNION

FOR GOOD AND VALUABLE CONSIDERATION (RECEIPT OF WHICH IS ACKNOWLEDGED), **PERFORMER** HEREBY COVENANTS AND AGREES WITH VANCOUVER FILM SCHOOL LIMITED ("**VFS**") AS FOLLOWS:

**1. Certification and Acknowledgement:** I hereby represent and warrant that I am the above-named Performer and that the information set forth above is true and correct; and that at the request of the Student I voluntarily performed in the Project as described above. I acknowledge that VFS requires that it have sole ownership of the Project. A true copy of my driver's license OR other form of legal photo identification is attached to this Agreement.

**2. Consent, Ownership/Waiver:** I confirm that I unconditionally and irrevocably consent to the Student and his or her assistants creating recordings (by any and all means and technologies, including still, video, and audio recording technologies) of my Performance and my image, likeness, voice, sounds, and movements (the "**Recordings**") and using the Recordings in and for the purpose of the Project (including altering, modifying, and combining the Recordings with or into other works and creating derivative works from the Recordings, including whether or not my Performance is recognizable), by means of all forms, media and technologies now known or hereafter developed whatsoever. I hereby irrevocably and unconditionally: (a) assign and transfer to VFS all right, title and interest that I may have throughout the world in, to and associated with my Performance, the Recordings and the Project, free and clear of all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time, and without any restriction whatsoever; and (b) waive in favour of VFS and its successors, assigns and licensees all non-transferable rights (including all performer's, privacy, personality and publicity rights) I may have throughout the world in, to or associated with my Performance (including my image, likeness, voice, and movements) as included in the Project. I acknowledge and agree that VFS and its successors, assigns and licensees (including the Student) may use the Recordings as incorporated into the Project as they see fit in their discretion, including all forms of commercial and non-commercial use of any nature and kind whatsoever (including reproduction, distribution, performance, public exhibition, advertising, and promotion), by means of all forms, media and technologies now known or hereafter developed whatsoever.

**3. Disclaimer:** VFS will make every reasonable effort to provide the above-named individual with a copy of the Project, but is under no obligation to do so.

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**4. No Compensation:** I hereby acknowledge and agree that the Student and VFS and its successors, assigns and licensees will not provide any remuneration, royalties, fees or other compensation to me for or in connection with this Agreement or my Performance or their use of the Recordings or the Project.

**5. Release:** I hereby release, remise and forever discharge Student and VFS and its successors, assigns, and licensees, and their respective employees, agents, representatives and related persons, from all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute (including for libel, defamation, invasion of privacy or right of publicity, and infringement of copyright), which now or hereafter exist by reason of any events, acts or omissions that are in any way connected with, or which arise directly or indirectly from or relate to this Agreement, my Performance, the Recordings or the Project.

**6. Further Assistance:** I will provide such further assistance as may be reasonably required to assist VFS and its successors and assigns to perfect, register, protect and enforce their rights in, to and associated with the Project (including my Performance and the Recordings) in any and all countries.

**7. General:** This Agreement is irrevocable and perpetual, and is not subject to termination, revocation or rescission by me or any other person for any reason whatsoever. This Agreement is the entire agreement between me and VFS regarding my Performance, the Recordings and the Project, and may be modified only by a written instrument signed by both parties or their successors or assigns.

This Agreement is for the benefit of Student and VFS and its successors, assigns and licensees. This Agreement is binding on me and my heirs, executors, administrators, successors, and personal representatives. This Agreement and all related matters will be governed by and construed in accordance with the laws of British Columbia, Canada and the laws of Canada applicable in British Columbia (excluding any rules that would lead to the application of any other laws); and the Supreme Court of British Columbia, sitting in Vancouver, Canada, will have original and exclusive jurisdiction over any dispute arising from, connected with or relating to this Agreement or any related matter.

DATE:	WITNESS' SIGNATURE:
PERFORMER'S SIGNATURE:	WITNESS' NAME AND ADDRESS (PLEASE PRINT):

Note: Attach a copy of Performer's driver's license, OR other form of legal photo identification, OR insert identification details (Driver's License, Passport or Provincial ID card only) and date of birth in the box below.

IDENTIFICATION DETAILS
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