

Real Person Release

THIS AGREEMENT entered into this _____ day of _____, in the year _____, by and between _____ (“Playwright”) and _____ (“Undersigned”), both of whom are of legal age and competent mental capacity, for the creation, production, and exploitation of the work presently titled _____ (the “work”).

WHEREAS the Playwright intends to base incidents, characters, and dialogue upon certain events occurring to or involving the undersigned; to utilize certain of _____ (his/her) biographical information; and to depict the Undersigned under _____ (his/her) actual name or personal characteristics, whereby reasonable persons could infer the identification of the Undersigned:

Now, therefore, in consideration of the mutual covenants and agreements made herein, the parties hereby agree as follows:

1. The Undersigned hereby irrevocably and in perpetuity grants to the Playwright, _____ [his][her] heirs, successors, licensees, and assigns, the absolute right to use _____ [his][her] name, likeness, biographical data, personal characteristics, and the events occurring to _____ [him][her], in connection with the work and exploitation thereof, and to depict _____ [him] [her] therein in any way the Playwright, in _____ [his][her] sole discretion and artistic judgment will see fit. This will include altering, changing, adding, deleting, fictionalizing and otherwise depicting the Undersigned and said events, as well as depicting the undersigned by a fictitious name.
2. The Undersigned hereby grants all of the aforesaid rights to the Playwright for use in the Work (including prequels, sequels, and any other subsequent works derived therefrom) including (but not limited to) live theatrical performance, publication, motion pictures, television, radio broadcasts, audio, videotape, or disk recording, Internet, and in all other medium, whether now existing or hereafter devised.
3. This grant of rights shall be effective throughout the world.
4. [This grant of rights is nonexclusive and shall not prevent the Undersigned from otherwise granting or exploiting the rights to _____ [his] [her] persona, on _____ [his] [her] own, or under license to other persons, or entities, including even in competing works.

[Alternative paragraph four]

[This grant of rights is exclusive. The Undersigned will not otherwise grant, license, or transfer any of the rights enumerated in paragraph one to any other person or entity for use in a competing work. A competing work is defined as a work in any media which

Notwithstanding the foregoing, nothing herein will prevent the Undersigned from otherwise exploiting or licensing _____ [his] [her] persona in a noncompeting work.]

5. The parties understand that this Agreement is only for the rights to depict the Undersigned in the Work. The parties understand and agree that the Undersigned does not have the authority or the power to grant rights to the Playwright to depict any other real life persons or entities who may have been associated with or involved in the events which the Playwright desires to depict in the Work. It shall be the responsibility of the Playwright to obtain any releases, consents, or licenses required from such other persons

or entities. The Playwright assumes the full risk, if [he] [she] fails to do so. The Undersigned makes no representations, warranties, or guarantees that such other persons or entities will execute said releases and/or the terms thereof. The Playwright will hold the Undersigned harmless and indemnify him for any claims, actions, costs, attorney's fees, judgments or settlements to or by third parties whom the Playwright depicts in the Work.

6. The Undersigned will not claim or bring suit against the Playwright based on the work (or any other work derived therefrom) or the depiction of the Undersigned therein, and will not cause or allow others to claim or bring suit on _____[his] [her] behalf.

_____ [He] [She] hereby now and forever releases the Playwright, _____[his] [her] successors, licensees, or assigns from any and all such claims or actions, now or arising in the future.

7. The Playwright has made no representations, warranties, or guarantees, whether oral or written, as to the manner in which the Undersigned will be portrayed or depicted.

8. The Undersigned understands and agrees that the Playwright is relying upon the covenants, representations, and warranties made herein. _____ [He] [She] further represents, warrants, and agrees that the rights granted herein do not infringe upon the rights of any other persons or entities not a party to this agreement and shall hold the Playwright harmless and indemnify _____[him] [her] from all claims, judgments, settlements, actions, causes of action, attorney's fees, and costs which the Playwright may incur as a result of the breach hereof.

9. The Undersigned hereby enters into these covenants and agreements on behalf of ____ [himself] [herself], _____[his] [her] heirs, successors, and assigns. All covenants, rights, and agreements hereunder shall inure to the Playwright, _____[his] [her] successors, licensees, heirs, and assigns.

10. The law of the State of _____ shall govern this Agreement.

11. This constitutes the entire Agreement between the parties. It may not be modified except by a written instrument signed by both parties.

12. Notices required hereunder will be served to the parties at the addresses following their signatures below. Notice will be by certified mail, return receipt requested, and will be effective on the date of the mailing thereof.

13. This Agreement will not be construed as creating a Joint Venture and/or partnership between the parties.

In Witness Whereof, the parties have hereunto set their hands and seals on the day and date above written.

_____ (Playwright)

_____ (Address)

_____ (Subject)

_____ (Address)
