



## RELEASE OF PHOTOGRAPH, AUDIO RECORDING, AND VIDEO RECORDING

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned patient - referred to as “Client” - (and, if Client is a minor, the responsible party\*) releases to and authorizes Foothill Family Service (“Foothill”) to use the:

- Motion picture or still photograph in any form, video, or any other mechanical/electronic means of recording and reproducing still or moving images – including without limitation the likeness of Client contained therein, and also includes audio voice recordings when coupled with video recordings
- Audio voice recording only

(the above two categories, and everything noted therein, are collectively referred to as “AV Work” – which although stated in the singular may refer to multiple works)

of \_\_\_\_\_ (“Client”), whether currently existing or created in the future, including without limitation any electronic file uploaded with this Release, according to the following terms.

1. Client and Foothill Family Service agree that any AV Work provided or made as a result of this Release may be used by Foothill Family Service, but only for (check all that apply):

- Educating and training
- Research
- Publication, public relations, and/or fund-raising (and shown to the general public in furtherance of those purposes, including without limitation use at our agency events and social media), except for the exceptions written below:

\_\_\_\_\_;

2. Client waives any right to compensation for Foothill’s use of the AV Work.

3. Client releases and holds Foothill harmless from and against any claim of injury or compensation resulting from the activities authorized by this Release.
4. Client waives all rights in and to the AV Work, including compensation, royalties, inspection or approval of AV Work as used, and moral rights including without limitation the right to revise, alter, mutilate, and create derivative works, all in favor of Foothill.
5. Foothill will have no obligation to use the AV Work in any way.
6. To the extent that the AV Work contains material that could form the subject matter of a copyright or trade secret, Client hereby grants Foothill a perpetual royalty-free license to use, display, copy and publicly distribute copies of the AV Work or any part thereof, in the manner and to the extent described in this Release, including without limitation modified copies as discussed in ¶ 4 of this Release.
7. This Release remains valid unless the Client (or Client's representative) withdraws this Release by giving Foothill ninety (90) days advance written notice. Upon withdrawal of this Release, Foothill will make reasonable efforts to cease use of the AV Work within said ninety (90) days. Client understands and agrees that even with reasonable efforts, the AV Work (or portions thereof) may remain on social media or elsewhere on the Internet. After such withdraw, ¶¶ 2-7 of this Release shall remain in force and continue to bind Client and Client's heirs, representatives, executors, administrators, guardians, conservators, parents, or any other persons acting on Client's behalf or on behalf of Client's estate.
8. Please do not give out any personal identifying information (e.g., your name, address, school, employment, etc.) in your AV Work. Client agrees that Foothill shall have no responsibility or liability for any use or misuse by third parties of such information.

Refer to Electronic Signature \_\_\_\_\_ Refer to Electronic Date \_\_\_\_\_  
 Signature of Patient ("Client")\*\* \_\_\_\_\_ Date

Refer to Electronic Signature \_\_\_\_\_ Refer to Electronic Date \_\_\_\_\_  
 Signature of Responsible Party\* \_\_\_\_\_ Name & Relationship to Patient \_\_\_\_\_ Date

Refer to Electronic Signature \_\_\_\_\_ Refer to Electronic Date \_\_\_\_\_  
 Signature of Witness\*\* Name \_\_\_\_\_ Date

\* Responsible Party = Guardian, Conservator, or Parent of Minor when required.

\*\* A minor patient receiving services under his/her own signature must have the Minor Consent form on file in the clinical record.

Signatory was offered and  declined  given a copy of this form on \_\_\_\_\_ by \_\_\_\_\_.  
 Date