

## Model Release Form

The Royal Photographic Society ([www.rps.org](http://www.rps.org)) has commissioned the following Model Release Form which it is making available to Society members and the public as part of its objectives of supporting photographers. A Model Release Form establishes a contract between the photographer and a model, defines how and where photographs may be used and the basis of any remuneration. It protects both the photographer and the model in the event of any dispute – provided the parties have abided by the terms of the release.

The Society would welcome any feedback on the Model Release Form and any examples where it has been used. Please click the [link here](#) to email The Society.

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### Guidance and Instructions

***You must read this guidance and instructions before using the model release form***

#### Disclaimer of liability

Any statements made as to the legal or other implications of using this model release form are made in good faith purely for general and simplified guidance and cannot be regarded as a substitute for professional advice. Accordingly The Royal Photographic Society (RPS) makes no representation, warranty or guarantee of any kind concerning the accuracy or completeness of any of the information contained in this guidance and instructions or that any statement of law is current.

Use of this model release form may not be suitable to your particular circumstances. You should obtain professional or specialist legal advice before taking, or refraining from, any action on the basis of any statements in this guidance and instructions or before completing this model release form.

Consequently, no liability can be accepted by RPS for loss or expense incurred as a result of relying in particular circumstances on the use of this model release form or on statements made in this guidance and instructions or from your completion of this model release form.

Any legal content is based upon the laws of England and Wales (English law).

#### Legal Background

The law in relation to the right to use a model's photographic image is not codified in one simple English law. Whilst the copyright in any photographs taken of a model will almost always vest in the photographer (or the photographer's employer), there is a whole raft of laws under which, potentially, a model might be able to prevent legally the publication of the model's image. These laws include:



1 Section 85 of the Copyright, Designs and Patents Act 1988 which provides that a person commissioning a photograph for private and domestic purposes has the right to prevent copies being publicly issued.

2 The Data Protection Act 1998 under which an image, particular used in association with the model's name, could amount personal data and therefore use without the model's consent could amount to a breach of that Act.

3 Breach of confidence. Whilst there is no law of privacy in the UK, case law relating to breach of confidence is gradually being developed to prevent unauthorised publication of an individual's image (usually a celebrity).

4 The law of contract. The engagement of a model would usually amount to a contract. Express or implied contract terms may govern what may or may not be done with a photographic image.

To ensure that the photographer can lawfully use the photographs taken of the model for the purpose the photographer requires, consent should be obtained from the model and this is primary purpose of the model release form.

### **RPS's Approach**

To ensure that it remains consistent with its charitable objects, the RPS has taken the view that any model release form that it makes available must be fair to the model as well as the photographer. There are many specimen model release forms available from a number of resources which purport to leave the model with no rights whatsoever. The RPS believes that photographers should act with integrity and models should not be misled as to the intended use of their images. The RPS believes that, by using a model release form that has tick boxes, the model will have greater awareness as to the options available to the model.

### **Instructions**

**Date:** This should be the date on which the photographer and model both sign the form. It should be on or before the Booked Date.

**Parties:** The full name and address of each of the photographer and the model should be inserted. If the photographer is employed and is taking the photographs of the model in the course of the photographer's employment, the photographer's employer should be recorded as the Photographer.

**Definitions:** The Booked Date is the date on which the photo shoot is to take place. The Place is the address, venue or site at which the photo shoot is to take place. This helps identify the photographs in respect of which the model release form relates.

**Engagement:** To avoid any technical legal arguments as to the enforceability of the model release form, it is advisable to ensure that the model release form is a legal contract. To be a



legal contract, there must be “consideration” for the model’s agreement to the terms. Consideration is essentially something agreed to be given by the photographer to the model in return for the model’s agreement.

One or more of the boxes should therefore be ticked.

The law is not concerned with the adequacy of the consideration so long as there is consideration. It is therefore quite possible to have payment for as little as £1 if the first box is being utilised.

Where the first box is ticked, the amount of the payment must also be specified.

If none of the boxes are appropriate and the photographer is agreeing to give something else to the model (which could be as simple as providing tea and biscuits), details should be inserted in the schedule alongside Engagement. If the schedule is to be utilised then the fourth box must also be ticked.

**Consent:** For the reasons mentioned in RPS's approach above, the RPS believes that the model should expressly agree the uses to which the photographer puts the photographs.

One or more of the boxes should therefore be ticked.

There is an option for unrestricted use at the first box. For the reasons mentioned in RPS's approach above, the RPS would encourage photographers, where possible, to give a more considered approach to completing the form so that the model is clear as to the purposes for which the photographs may be used. The RPS would therefore urge that the first box is used sparingly.

If none of the boxes cover the proposed use, then details should be inserted in the schedule alongside Consent. If the schedule is to be utilised then the sixth box must also be ticked.

Remember that if the photographer subsequently wishes to use the photographs for a purpose for which consent has not been granted, the photographer must first obtain the model’s consent for use for that purpose.

**Assignment/Waiver/Agreement:** this section contains standard provisions which the RPS would expect to see in any model release form and which ensure that all necessary rights are vested in the photographer.

It is likely that some form of digital manipulation will be made to the photographs. However the model is protected from adverse manipulation by virtue of the second restriction (if used) in the Restrictions section.

The RPS would not usually expect the terms in this section to be amended and hence there are no tick boxes to complete. In the unlikely event that the photographer and the model wish to vary any term in this section, the variation can be made in the Other Provisions section of the schedule.



**Restrictions:** The RPS would expect in the majority of situations for both of these boxes to be ticked. However the RPS can envisage certain situations where one or both of the restrictions are not appropriate. For example a situation where the model needs to be named could be envisaged. It is also possible to envisage situations where a model is used to depict a person in unfortunate circumstances. It would probably not be appropriate therefore to tick the second box in that situation. It is recommended, however, that the Other Provisions section in the schedule is completed so that the model acknowledges that the photographs will be used to represent a person in those unfortunate circumstances.

**Other Provisions:** This section deals with a number of issues.

Where the photographer has been engaged by a client, the client will require the benefit of the model release form and this clause allows the photographer to pass the benefits of the model release form to the photographer's client. Please note that a separate legal document will need to be entered into by the photographer and the photographer's client to pass those benefits.

If any additional terms are agreed between the photographer and the model, these should be inserted in the schedule alongside Other Provisions.

This model release form is intended for use with models who are 18 years of age or older. The RPS recommends that, if the photographer intends to use models who are minors, specialist advice is sought. This model release form will not be appropriate.

English law will be used to determine any dispute involving the model release form.

### **Important notes**

1. This form has been designed with the amateur photographer in mind who may, perhaps, carry out the occasional paid engagement. It is not intended for use by professional photographers.
2. The RPS cannot give legal advice nor can it assist photographers with queries in relation to completing this model release form. If a photographer has any query about completing this model release form, the photographer must take professional legal advice.



## Model Release Form

<b>Date:</b> [ ] [ ] [ ]
<b>Parties:</b>  The Photographer: [ ] of [ ]  The Model: [ ] of [ ]
<b>Definitions:</b>  The following words shall have the following meanings: Booked Date: [ ] [ ] Place: [ ] [ ] Photographs: the photographs taken at the Shoot Shoot: the photo shoot featuring the Model to take place at the Place on the Booked Date
<b>Engagement:</b>  The Model agrees with the Photographer to the Consent, the Assignment/Waiver/Agreement and Other Provisions below in return for: <input type="checkbox"/> a payment of £[ ] <input type="checkbox"/> free prints <input type="checkbox"/> modelling experience <input type="checkbox"/> other as specified in the Schedule <i>tick as appropriate</i>
<b>Consent:</b>  The Model irrevocably consents to the Photographer using the Photographs: <input type="checkbox"/> for any purpose whatsoever <input type="checkbox"/> for public display <input type="checkbox"/> for portfolio display <input type="checkbox"/> for non-commercial publication in any media <input type="checkbox"/> for commercial publication in any media <input type="checkbox"/> for the purpose(s) as specified in the schedule <i>tick as appropriate</i>



<p><b>Assignment/Waiver/Agreement:</b></p> <p>Subject to the Restrictions below (if any), the Model:          assigns to the Photographer any interest in the copyright in the Photographs that the Model may have;          waives any right to any further payment for the use of any of the Photographs for any purpose to which the Model has consented; and          agrees that the Photographs may be altered or modified in any manner.</p>	
<p><b>Restrictions:</b></p> <p><input type="checkbox"/> The Photographs may only be used to represent an imaginary person and the Model shall not be publicly named in association with any of the Photographs unless the Model agrees;</p> <p><input type="checkbox"/> The Photographs shall not represent the Model in any derogatory manner.  <i>tick as appropriate</i></p>	
<p><b>Other Provisions:</b></p> <p>The Model agrees that the terms of this Model Release Form are for the benefit of the Photographer and any licensee or assignee of the Photographer.          The Model and the Photographer agree the additional terms specified in the Schedule (if any).          By signing this Model Release Form, the Model confirms that the Model is at least 18 years old.          This Model Release Form shall be governed by English law.</p>	
<p>Signed by the Photographer</p> <p>.....</p>	<p>Signed by the Model</p> <p>.....</p>

**Schedule**

<b>Engagement</b>	<i>specify here any additional consideration. If none, delete</i>
<b>Consent</b>	<i>specify here any additional purpose(s). If none, delete</i>
<b>Other Provisions</b>	<i>specify here any additional terms agreed. If none, delete</i>

