



This is our 'media release form'. In summary it is a contract that gives your full consent to allow us to use the audio, video and photos taken to promote both you and the podcast. Please send us a signed copy of this as soon as possible after recording as we can't publish your episode without it.

### **CONTRIBUTOR RELEASE**

<b>Producer</b>	Inside Aesthetics Pty Ltd ACN 629 948 205 c/- P.O. Box 38 Vaucluse, NSW, 2030
<b>Contributor</b>	Name:  Address:  Podcast date :
<b>Phone Number</b>	
<b>Special Conditions (if any)</b>	

1. I irrevocably consent to the Producer or its representatives doing the following for the purposes of including me in the Production and producing, promoting and exploiting the Production throughout the world in all media in perpetuity:
  2.
    - (a) making audio and/or audiovisual recordings of me, my voice and any interview or performance I give in relation to the Production (together the **Recordings**); and
    - (b) using any personal material supplied by me in relation to my participation in the Recordings (including, without limitation, any photographs, artistic works, home video footage and any other material in which copyright subsists),  
(together the subject matter of subparagraphs (a) and (b) are the **Contribution**).
  - (c) The contributor and producer have the right to approve the final edit of the podcast and any and all edits (short videos) produced by IA that may be used in future publication/s.
  2. I acknowledge that:
    - (a) the Producer owns in perpetuity all intellectual property rights throughout the world in all media in and to the Recordings and may exploit the Recordings throughout the world in all media in perpetuity in its sole discretion;
    - (b) the Recordings may contain information or material that I provide based on my qualifications and experience; and
    - (c) I may be depicted in the Production in any manner that the Producer considers appropriate.
  3. Without limiting paragraph 2 above, I irrevocably grant the Producer a perpetual, worldwide, royalty free licence (including the right to sublicense) to use (in any manner the Producer considers appropriate) the Contribution in the Production and for the purposes of promoting and exploiting the Production in any and all media.
  4. I waive absolutely and irrevocably all moral rights in relation to the Contribution. For the purposes of this paragraph, a moral right may be waived by consenting to any act or omission that would otherwise constitute an infringement of that moral right.

5. I acknowledge that I may have access to information relating to the Production or the Producer that is confidential. I will not disclose such information to any person unless the information is in the public domain. Except with the Producer's prior consent, I must not make any comment to the media about the Producer, the Production or the Contribution.
6. I represent and warrant to the Producer that to the best of my knowledge and belief:
  - (a) I am qualified to provide the opinions and information in the Contribution given my professional qualifications and experience;
  - (b) the factual information I provide in the Contribution is true in all respects;
  - (c) any opinions that I provide in the Contribution are genuinely held by me and are based on my professional qualifications and experience;
  - (d) the content of the Contribution shall not contain anything intended to bring the Producer or any other party into disrepute;
  - (e) I have informed the Producer of any information in or relating to the Contribution that could adversely affect the Producer or the Production;
  - (f) I have the right to grant the rights and to give the consents contained in this agreement; and
  - (g) the use of the Contribution to produce, promote and exploit the Production will not infringe any third party's intellectual property or other rights.
  - (h) if it comes to my notice subsequent to my involvement in the production that any matter or thing arises which alters any matter that I have disclosed in the production then I will inform you in writing as soon as possible thereafter.
7. To the maximum extent permitted by law, I forever release and indemnify and will keep indemnified the Producer against all complaints, actions, proceedings, joinder, account, rights, claims, cross-claims, demands, liabilities, costs and expenses, wherever and however arising, known or unknown (including without limitation, claims for injury, illness, death, damage loss or harm to me, breach of privacy or confidentiality or defamation) arising out of or in any way relating to:
  - (a) my involvement in the Production;
  - (b) the exploitation of the Contribution and the Production; or
  - (c) any breach or non-performance of any warranties, representations, undertakings or obligations given by me in this agreement.
  - (d) The contributor can only be held liable for their spoken word.
8. I acknowledge that:
  - (a) the Producer is not obliged to use or exploit any or all of the Contribution in any manner; and
  - (b) there is no employment or fiduciary relationship between the Producer and me.
9. My sole remedy under or in relation to this agreement is an action in damages. In no circumstances may I seek an injunction to prevent the exercise by the Producer of the rights granted under this agreement or a reversion of those rights.
10. The Special Conditions set out above (if any) have precedence over the provisions of this agreement to the extent of any inconsistency.
11. This agreement is governed by the laws of New South Wales Australia, and the parties irrevocably submit to the exclusive jurisdiction of the courts of that State.

Signed as an agreement

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**Signed by Inside Aesthetics  
Pty Ltd**

Date: .....

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**Signed by Contributor**

Date: .....



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