



SOCIETY FOR AMERICAN ARCHAEOLOGY

CONSENT AND RELEASE FORM FOR VIDEO RECORDINGS WITH ASSOCIATED PHOTOGRAPHS AND FILM FOOTAGE, AS NEEDED

The SAA, particularly its committees, task forces, and interest groups, may produce videos for documentary, educational, or other purposes. In many cases, these videos will conform to the SAA Scope of Collection Statement (insert URL) and will contain information with future research value. These videos will then be archived with the SAA official records curated at the National Anthropological Archives.

Taking part is voluntary: Taking part in any SAA video is entirely voluntary. Those individuals participating in a SAA video must sign and return the Statement of Consent below before the video can be archived. Video participants will be credited for any material, such as documents or photographs (which they own or have permission to use) that they share for the video, although the SAA will retain the copyright for the videos.

Statement of Consent

I, _____, (“I”, “me” or “my”) agree to the terms and conditions outlined in this
Print Name

Statement of Consent regarding my participation in a Video conducted by the Society for American Archaeology (“SAA”).

1. Use of Likeness – In exchange for my participation in the Video, I grant to SAA and its agents, successors, assigns and licensees (collectively, “SAA” and “SAA’s”), the universal and perpetual right to use, and to grant others the right to use, my name, likeness, biographical information, photographs, voice, personal characteristics, incidents in my life, and other personal identification (collectively “Likeness”) and videotape and sound recordings of recordings including, without limitation, any portrayal, impersonation, or simulation of me in any way, (collectively “Recordings”) in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in connection with the Video and any other productions, and in connection with the advertising, publicity and promotion of the Video. You shall not be under any obligation to actually use my Likeness or the Recordings or to include the same in any Video or production.

2. Consent to Recording – I acknowledge that all of my actions and speech are subject to being recorded (and being included in the Recordings for all purposes hereunder) and that at all times during the taping process that some Recordings may be made using microphones and/or cameras which are at a distance and not immediately apparent. I agree that SAA may create and include in the Video such actual or fictional incidents, scenes, situations, dialogue, events, characters, names, biographical information and other material as SAA may, in SAA’s sole discretion, consider proper or necessary and SAA are free to edit, change and dub any recordings of me with any other material (for any purpose, including without limitation, for humorous or satirical effect), as SAA determine in SAA’s sole discretion.

3. Assumption of Risk - I hereby represent and warrant that: (i) I knowingly and voluntarily assume all risks associated with my participating in the Video; (ii) I will not knowingly violate any rights or, cause any injury or damage to, any party or any party’s property; (iii) I will not be entitled to any additional consideration as a result of the exercise of the rights granted herein; and (iv) SAA may rely upon this

Statement of Consent in producing, distributing and exploiting the Video and any other production.

4. Release - I hereby release SAA and each of SAA's related and affiliated entities, agents, employees, representatives, assigns and licenses from and against: (i) any liability based on any personal property, residual, re-use or other right which I may have by virtue of any such use of the Recordings, my Likeness, or related clips in which I appear, or as a result of the exhibition, telecast or distribution of the Video, any portion thereof or in connection with advertising and promotion for the Video, or SAA and SAA's subsidiaries, related and affiliated entities; (ii) any claim arising out of any of my acts or statements made in connection with the Video (including but not limited to defamation, invasion of privacy, and any intentional or unintentional acts or omissions); (iii) any claim or damage on account of personal injury to me, including but not limited to, my consumption of alcoholic beverages during the Recordings, bodily injury, lost wages, loss of employment and infliction of emotional distress; provided, however, that such claim or damage is not due to SAA's gross negligence; and (iv) any claim for further consideration or compensation for the Video or the rights granted hereunder. Before appearing on the Video, I was or will be advised of the Video format and I have no objections to such format. I understand that there is a possibility that after execution of this Statement of Consent, I may discover facts or incur or suffer claims which were unknown or unsuspected by me at the time of this Agreement was signed. I acknowledge and agree that the Release contained in this paragraph will be in effect for any such unknown facts and unknown and unsuspected claims.

5. Ownership - I acknowledge that the Recordings are SAA's sole and exclusive property and SAA shall be entitled to all rights of ownership and all rights of copyright and copyright renewal therein and to the Recordings. I acknowledge that the rights granted herein shall inure to the benefit of SAA, and SAA's successors, licensees and assigns, and such rights are freely assignable by SAA.

6. Revocation – Except as otherwise provided, I shall not be entitled for any reason to terminate or revoke this Statement of Consent nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted or to be granted to SAA hereunder, nor to restrain, enjoin or otherwise impair SAA's property or assets, or the development, production, exhibition and/or exploitation of the Recordings or any advertising, publicity or promotion in connection herewith. I understand that SAA may include the Recordings as part of its official records, archived at the National Anthropological Archives.

7. Authority – Unless otherwise indicated below, I further warrant to SAA that I am at least 18 years of age and have the full, complete and unrestricted right and authority to enter into this Statement of Consent, and that I have not accepted and will not accept any money or other compensation from any third party to mention any person, product, service, trademark or brand name, as part of my appearance on the Video. If I am or have been a member of any performing arts union or guild, I hereby acknowledge and agree that my appearance on the Video does not constitute a performance, and that I am not entitled to any salary, wages or other similar compensation for such appearance. All travel I undertake before, during and after the taping of the Video will be at my sole risk and expense.

8. Entire Agreement – This Statement of Consent contains the entire understanding of the parties hereto relating to the subject matter herein. I have the full right and legal capacity to sign this Statement of Consent. I have read this Statement of Consent prior to signing it and I understand its contents

ACCEPTED AND AGREED

at _____ on _____
Location of the signing Date

Participant (print name) Date

Participant (signature)

The best email address to reach the participant: _____

The best telephone number to reach the participant: _____

Video Producer/Interviewer (print name) Date

Video Producer/Interviewer (signature)

The best email address to reach the Video Producer/interviewer:

The best telephone number to reach the Video Producer/interviewer:

Society for American Archaeology Representative accepting the material (print name)

Society for American Archaeology Representative accepting the material (signature)

Date

Two copies of this document must be signed. The Video Producer/Interviewer will retain a copy, which will accompany the Video when sent to the National Anthropological Archives and one copy is for the Participant's records.