

Definitions

TRC: Tamworth Regional Council its heirs, successors, assigns, licensees, employees, contractors or agents

Images and Recordings: interview(s), photography, videotaping, audio recordings, likenesses

Publication: release, publication, exhibition, reproduction, advertising, media publicity, publication, general display

Consent Information

I consent to Images and Recordings and its/their Publication, in whole or in part, to be used for the agreed purpose of public relations, news articles or telecasts, education, advertising, marketing, research, inclusion on the TRC website (in accordance with the terms and conditions of that website), social media, fundraising, or any other purpose by TRC. I consent to TRC subject to clause 2 of this media consent and release form using my name/the subjects' names and identity in connection with these Images and Recordings including descriptive text and commentary accompanying the image or on the images themselves on the understanding that whilst the greatest care will be used some details may be inaccurate.

I understand that TRC cannot control unauthorised use of the Images and Recordings upon the Publication of same and that upon Publication particularly on the Internet the images may be available to the general public at large and I hereby release and fully indemnify TRC in this regard from any and all loss, damage, costs, expense or claim including but not limited to consequential loss.

I release and indemnify TRC from any and all loss, damage, costs, expense or claim including but not limited to consequential loss and further including any action for defamation, libel, breach of privacy or copyright or other intellectual property rights connected with the taking, recording, or publication of said interviews, photographs, slides, computer images, videotapes, or sound recordings.

I waive all rights I may have now and in the future to any intellectual property that may exist in the Images and Recordings and to any claims for payment or royalties in connection with any exhibition, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, or other publication irrespective of whether a fee for admission or film rental is charged. I also waive any right to inspect or approve any photo, video, or film taken by TRC or the person or entity designated by it. I release and discharge TRC and/or its affiliate(s) from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing toward the completion of the finished product. All negatives and positives, whether prints, video, film, or sound recording are the property of TRC or the person or entity designated by it, solely and completely. I waive the right to be supplied with originals of Images and Recordings.

I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily signed this document. I have fully informed myself of this consent, waiver of liability, and release before signing it. I also understand that my consent can be withdrawn at any time in writing to the General Manager at Tamworth Regional Council, PO Box 555, Tamworth, NSW, 2340. However, I understand that that if I so withdraw permission for the Images to be used, Council will use its best endeavours to cease any future new publication or use of the Images and Recordings, but for several years the Images may appear in printed and electronic material which has already been produced or disseminated and I release and indemnify Council from any claim whatsoever including but not limited to any claim for consequential loss in this regard.

(For Aboriginal and Torres Strait Islander people) I also understand that images of Aboriginal and Torres Strait Islanders may appear in printed and electronic material for several years. If I am an Aboriginal or Torres Strait Islander, Council will take reasonable steps to prevent the Images and Recordings from appearing on material published after my death. However, I understand and agree that, despite those efforts, the Images may still be published or disseminated and I release and indemnify Council from any claim whatsoever including but not limited to any claim for consequential loss in this regard.