



Model & Property Release Form

Description of the Program (the “Program”)

Program name	
Date	
Location	
Photographer/Videographer	

IN CONSIDERATION of the appearance in the Program of the Material as herein defined, I the undersigned (the “Grantor”) HEREBY GRANT Travel Alberta, its affiliates, licensees, agents, and any others authorized on its behalf and its or their successors and assigns, the right to photograph, record (on film, electronically, or otherwise) videotape, or audiotape (the “Recording”) the material described below (the “Material”) for inclusion in the Program, and to edit, modify, add to, and/or delete or juxtapose any part of the Material appearing in the Program, change the sequence of events or any of the questions posed and/or answers given in the portions of the Recording appearing in the Program, and I hereby waive all moral rights, privacy rights, rights of personality and other intellectual property rights or similar rights. I hereby grant Travel Alberta, its affiliates, licensees, agents, and any others authorized on its behalf and its or their successors and assigns, the non-exclusive, royalty-free, and irrevocable right, license and privilege under copyright or other right or license enjoyed by me to use, broadcast, cablecast, disclose, publish, exploit, reproduce and distribute the Program in any form or format and in all forms of media, in any and all languages, now or hereafter existing, worldwide and throughout the universe, an unlimited number of times, in perpetuity. Further details on use are located in Travel Alberta’s Digital Asset Management System Terms and Conditions, as amended from time to time, which can be accessed on Travel Alberta’s website.

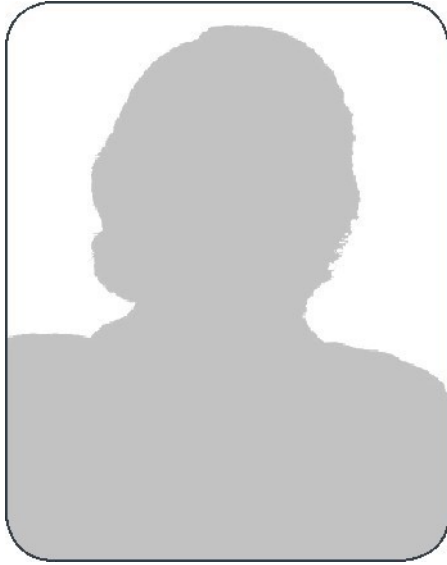
I represent and warrant that on the date that I sign this Release I have full legal authority to execute this Release.

I acknowledge that Travel Alberta has no obligation to use, broadcast, cablecast, disclose, publish, exploit, reproduce and distribute the Recording, the Material, or the Program. I further acknowledge that I am not entitled to any compensation whatsoever as a result of the Recording, the Material, or the Program, and that I have no right (or waive any such right) to approve the finished Recording, the Material, or the Program. All rights granted hereunder are freely and fully assignable by Travel Alberta, its affiliates, licensees, successors and assigns.

Personal information collected in this Release is used to enable the Recording and producing of the Program, following which it will form part of the Travel Alberta’s Multimedia Library. Personal information in this Release is collected in compliance with section 33 (c) of the Freedom of Information and Protection of Privacy Act (FOIP). I acknowledge that this Release, including my name may be subject to disclosure pursuant to FOIP. In the event an access request is received by Travel Alberta, exceptions to disclosure within FOIP (ie: personal information) may apply. If an exception to disclosure applies, certain information may be withheld from disclosure. Information regarding FOIP can be found at <http://www.servicealberta.ca/foip/>.

I warrant and represent that the rights granted herein, and the use thereof, will in no way infringe or violate any trademark, trade name, trade secret, copyright, right of privacy or any other right of any person organization or corporation, nor will the use of the rights granted be defamatory or otherwise unlawful and agree to indemnify and save Travel Alberta harmless from all claims, costs, charges, damages and expenses arising from the breach of the above warranty. I hereby release Travel Alberta, its affiliates, agents, employees, licensees, sublicensees, shareholders, directors, officers, representatives, successors, and assigns from all claims that I have or may have for invasion of privacy, defamation, violation of personality rights, or any other cause of action that I may have arising out of the production, distribution, broadcast or exhibition of the Recording, the Material, or the Program. This release shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Grantor Identification (only required if being granted use of “person/image/likeness”)



Include: Head shot & full length

Description of the Material (the “Material”)

_____ Grantor name _____ Grantor voice _____ Grantor person/image/likeness

_____ Grantors biographic information

_____ Identified pets & animals (specify/describe below)

_____ Identified vehicles & transportation (specify/describe below)

_____ Identified facility/ building(s) Includes interior and/or exterior)

_____ Identified outdoor space (specify/describe below)

_____ Identified artwork / artifacts (painting, mural, sculpture etc.)

_____ Other materials (specify/describe below)

Specifics / description: _____

**WAIVER, RELEASE OF LIABILITY, INDEMNITY
AND ASSUMPTION OF RISKS
("Waiver")**

WARNING: By signing this Waiver you give up certain legal rights, including the right to sue for injury or damage. Please read carefully.

Travel Alberta program ("Program"): _____

Model Name: _____

IN CONSIDERATION of the benefits that I will be receiving by participating in the Travel Alberta Program, I agree as follows:

ASSUMPTION OF RISKS

1. I understand, acknowledge and accept that my participation in the Program may expose me to risks or hazards, including "adventure" type activities offered by independent operators such as river rafting or horseback riding, which may present a material degree of inherent danger and risk, including risk of loss, injury and death, through means that are both foreseeable and unforeseeable. Despite these risks and hazards, I freely and fully accept and assume all risks or hazards associated with the Program, even if the risks, hazards, damages or losses to me arise from Travel Alberta's negligence or omission, breach of contract, or breach of any statutory, regulatory or other duty of care.
2. I acknowledge and agree that participating in particular "adventure" type Program(s) sponsored or coordinated by Travel Alberta may require me to sign additional Release(s) ("Operator Release") in favor of the independent operator(s) operating all or a portion of the Program. In such cases, I agree to acknowledge any risks outlined on the Operator Release as though they were part of this Waiver.

RELEASE AND WAIVER OF LIABILITY

3. I irrevocably release Travel Alberta and waive all liability of Travel Alberta respecting all losses, death, personal injury, damages, loss of property, loss of business, claims, demands, damages, costs, expenses, loss of services, actions and causes of action of every nature or kind whatsoever, at law, in equity or under any statute, by reason of any cause whatsoever, including negligence, gross negligence, willful act or omission, breach of contract, or breach of any statutory, regulatory, or other duty of care, that may arise in any manner in connection with the Program, whether direct, indirect, incidental or consequential.

AGREEMENT NOT TO SUE

4. I shall not make or pursue any claim or take or pursue any proceedings against any natural person, corporation or other legal entity that might claim contribution or indemnity from Travel Alberta, whether under the provisions of statute or otherwise, with respect to any issue arising from or connected to the Program.

INDEMNITY

5. I shall indemnify and save harmless Travel Alberta from and against any losses, liabilities, damages, fines, costs or penalties that Travel Alberta may incur due to any claim made against it relating in any way to my participation, or the participation of a minor for whom I am legally responsible, in the Program.

GENERAL TERMS

6. Any reference to "Travel Alberta" means Travel Alberta and any agents or sub-agents engaged to provide all or portions of services associated with the Program, including but not limited to: promotions organizations,

Please return to:
Travel Alberta
#400, 1601 9th Ave SE
Calgary, AB, T2G 0H4 FAX: 403.648.1111
Email: studio@travelalberta.com

**WAIVER, RELEASE OF LIABILITY, INDEMNITY
AND ASSUMPTION OF RISKS**

advertising organizations, tour guides, travel professionals, and each of their respective affiliates, parents, subsidiaries, successors, assigns, directors, officers, employees, contractors, volunteers, agents and representatives.

7. In signing this Waiver, I acknowledge and agree that:
- (a) I am eighteen (18) years of age or older at the date of signing;
 - (b) If I involve anyone under the age of 18 ("minor") in the Program, including but not limited to their presence or likeness in my content, I acknowledge that I am the minor's parent or guardian and have the legal ability to consent on their behalf;
 - (c) I am not relying upon any oral or written representations or statements made by Travel Alberta, other than what is set forth in this Waiver;
 - (d) This Waiver shall be governed by and interpreted in accordance with the laws of Alberta and the courts of Alberta have jurisdiction over any matter arising in relation to this Waiver;
 - (e) Delivery by electronic transmission of an executed copy of this Agreement is as effective as delivery of an originally executed copy of this Agreement; and
 - (f) I consent to Travel Alberta collecting, using and disclosing the information in this Waiver pursuant to the *Alberta Freedom of Information and Protection of Privacy Act* ("FOIP"). Travel Alberta may make certain personal information available to federal and provincial government departments and agencies under appropriate legislative authority. Personal information is protected under FOIP.

I HAVE READ this Waiver, Release of Liability, Indemnity and Assumption of Risks and I understand that I am waiving certain legal rights, including the right to sue.

I DECLARE that I have been given an opportunity to obtain legal advice, I have reached the age of majority in the jurisdiction in which I reside and of sound mind, and that I am signing this Waiver, Release of Liability, Indemnity and Assumption of Risks voluntarily and of my own free will.

If I am traveling with or including any minors on/at the Program, **I AGREE** that I will be fully responsible for their safety and care during the Program.

I HEREBY AGREE to the terms and conditions set out in this Waiver, Release of Liability, Indemnity and Assumption of Risks

_____ (Print Name)

_____ (Signature)

_____(DD)/____(MM)/_____(YYYY)
Date

Address: _____

Work telephone number: _____

Home/cellular telephone number: _____

Emergency contact name: _____

Emergency contact telephone number: _____