

*Passionate*



*Painter*

# **Model**

## **Release Template**

# Model Release Template

This page and the next are instruction for you. Page three is a model release format you may want to work up to suit your own uses. The idea is to have your model sign and return one to you for your files. I do this for each photo shoot, even if I use the same model, because each shoot is likely for a different project and possibly different uses. I give my models a copy as well.

**T**he template on the following pages is meant to guide you in making sure you get the permission of your models before taking their photographs and/or using them to create art for yourself, for promotional purposes, to show, sell, or to help you teach. The model release acts as a type of disclaimer about usage of their image to protect you from liability.

Now, I'm obligated to tell you that I'm not a lawyer and thus this template is not a legal document. It is an adaptation of a template I myself bought on the internet for adaptation for my own uses. It's always best to run your paperwork by a lawyer.

So, here is my official *disclaimer to the disclaimer*:

*These materials have been prepared by Caroline Italia, LLC for general informational purposes only and are not intended and should not be construed as legal advice or legal opinion on any specific facts or circumstances. Every case is unique.*

*The information contained in this template is not intended to create, and receipt of it does not constitute,*

*a lawyer-client relationship nor is it intended to substitute for the advice of an attorney. Template Users should not act upon this information without seeking professional legal counsel.*

There. So, wherever you go from here, I want you to at least be aware of the issue of model releases and whether you want to include one to protect you from any potential issues with models after you become a rich and famous artist.

There are a few of ways you can find a lawyer to draft or review legal documents. One is to find a lawyer in person or online. Another is to purchase a template through a site like [Legal Zoom](#) or another template source. Yet a third is to pay an attorney as a contractor to draft or review contracts for you. A site I like for finding contractor is [Upwork](#).

Let's look at the general format of the release. It identifies you and any business entity you may do business as, and it identifies the model. It then specifies the uses that are allowed according to the models signed agreement. It also notes that in the instance your model is not yet 18 years of age, an adult must sign for them.



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You'll also see a line stating how the model is to be compensated. I usually offer to paint a separate portrait of the model as payment.

I myself have modeled for painters and received one of the preparatory sketches as compensation. If I'm preparing reference to teach others, such as when building a course, I may offer to pay a flat fee instead or in addition. Whether and how much you compensate your model is between you and your model.

I talk about this topic with [Pam Ingalls in Passionate Painter Podcast episodes 31 and 32](#). Pam's solution to compensating models is to give them first right of refusal to purchase the original painting that results at a discount, so you can see there are all different directions you can go.

I do recommend, though, that you make sure you don't offer too much and drain yourself financially or in your energy or time in your enthusiasm. If you're doing photoshoots for reference for a show, you may have six models. Making an extra original for each of them is probably going to put you in a tough place regarding time and energy. I'm guilty of over-extending myself in this regard in the past, and found that I've ended up mailing those

"thank you" portraits a year after a sitting when all the hub-bub died down! Just be sure to take care of YOU.

I always give my models a copy of the agreement and I keep one on file with my business papers.

Whether or not you use a model release is up to you. I personally don't believe in proceeding without one, because it leaves you open to the model coming back to you next year when you are world-famous and saying, "*Hey, I should get some of the millions you received when you sold that painting you did of me.*"

In conclusion, I can tell you I have never had a model refuse to sign one of these, and I'm always glad to have them in my files. If you're worried about feeling awkward when you ask your model to sign a release, it helps to know that two things are likely to happen the more you do this. First, the paperwork becomes routine. Second, I firmly believe that every time you create a system for an element of your fine art pursuits, the more seriously you are likely to take yourself as a fine artist.

And that's always a good thing.



## MODEL RELEASE AND CONSENT AGREEMENT

1. Through this Release and Consent, I irrevocably and absolutely consent to the unrestricted use by

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Artist Name and hereafter referred to as "Photographer"

as well as the Photographer's heirs, successors, assigns, and designees ("Photographer"), and those acting with Photographer's permission and authority, of my name and any and all photographic or other images/sketches ("Images") of me that Photographer creates or makes, in any form, in conjunction with my own or a fictitious name, and in any and all media, including, without limitation, advertising, art, promotion, solicitation, use in art instruction, or trade, for the purpose of using as reference in online teaching courses, for the use of students as a photo reference in completing course assignments, and for promotion of such courses, as well as promotion of the business:

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Name Photographer is doing business as

2. I waive any right to inspect or approve the finished Images, advertising copy, text, or other printed matter that may be used in conjunction therewith, or to the eventual use that the Images may be applied.

3. I agree to receiving \_\_\_\_\_  
as compensation for posing for the portrait.

4. I release and discharge Photographer and those acting under Photographer's authority from any and all liabilities, claims and demands arising out of or relating to any blurring, distortion, use in composite form, or alteration whether intentional or otherwise, that may occur or be produced in connection with the Images, or in connection with any processing, alteration, transmission, display, publication or other use of the Images.

5. I hereby forever release and discharge Photographer, her heirs, legal representatives, agents, assigns and the party for whom the photographs were made, from any and all claims, actions and demands arising out of or in connection with the use of said Images, including without limitation, any and all claims for invasion of privacy and libel.

6. This Agreement constitutes the sole, complete and exclusive agreement between Photographer and me regarding the Images and I am not relying on any other representation whether oral or written.

7. I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

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SIGNATURE OF MODEL (IF UNDER THE AGE OF 18, SIGNATURE OF GUARDIAN)

DATE

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PRINTED NAME

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EMAIL

TELEPHONE #

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ADDRESS