

Indemnity agreement - model release form

Model

Name:

Date of birth:

Telephone number:

Email address:

Hereinafter referred to as 'I' and 'my'

And

Publishers

Photographer:

TU Delft: Delft University of Technology

Parties are referred to collectively as 'We' and 'us'

AGREE:

Article 1. General

1. Photographer will provide photography, creating photographs and/or videos in which I am recognisable (hereinafter: the portrait).
2. This agreement concerns the portraits with the following date of photography:
.....

Article 2. Publication of portrait(s)

We agree that TU Delft and Photographer are entitled for an indefinite period of time to publish my portrait in the following ways:

1. In editorial context in printed or digital communications from TU Delft, both online and offline, including in any case general reports, brochures (whether or not about degree programmes) and in editorial articles on websites and social media channels.
2. For publication by third parties, digitally or in print, online and offline, for TU Delft or about TU Delft/the work of TU Delft.
3. In the portfolio of Photographer, digitally and in print, both online and offline.
() *tick option*: for promotional purposes of TU Delft, both online and offline, such as in advertisements, social media channels, on banners and in other promotional publications

Article 3. Other arrangements

1. Portraits may also be used in collages or in combination with other photographs, images, texts and graphics and may be cut out, altered and adjusted.
2. I give Photographer and TU Delft my consent unconditionally, irrevocably and for an indefinite period, to store the image material, including this associated release form.
3. I shall receive no consideration for these portraits or their publication.
4. I declare that I am legally an adult and independent enough to sign this statement.

[vrij aan te vullen, bijvoorbeeld:]

5. I will receive [x] copies of the portraits in print/as a digital file, for personal use.
6. I [may/may not] publish the portraits, including on social media channels. In the event of publication, I am obliged to clearly state the name of the photographer.
7. I [may/may not] grant sublicenses to third parties.
8. I [may/may not] edit the portraits.

Article 4. Indemnification

1. I indemnify Photographer and TU Delft from any and all claims related to the use or publication of the portraits, in any form whatsoever, subject to the restrictions set out above.
2. I agree not to claim any consideration for the portrait or its use by Photographer, TU Delft or third parties, unless laid down elsewhere in writing.

Article 5. Final provisions

1. This agreement is subject to Dutch law.
2. This agreement takes effect when signed, is entered into for an indefinite period and cannot be cancelled.
3. This agreement remains in effect if any of the parties undergoes a change of name, legal form or owner.
4. If any part of this agreement is void or voidable, the rest of the agreement will remain in effect. We undertake to consult reasonably with each other to arrive at an alternative provision that is as close as possible to the purport of the void or voidable provision.
5. Amendments and additions to this agreement will be valid only in so far as they have been agreed in writing between us.

Date:

Photographer's signature:

TU Delft's signature:

Model's signature: