

# IRAN/AMERICA PROJECT GENERAL RELEASE FORM

1. Introduction. I, \_\_\_\_\_, am a participant in the Iran/America Project ("Iran/America"). I understand that Iran/America is a nationwide initiative to record and collect oral history video and audio interviews. I agree to be interviewed, and for the video interview to be submitted to the Iran/America Project. I understand that that Iran/America will retain a copy of the interview ("the Interview"), which will become part of an online archive (and ultimately a museum or university exhibition/collection) and that will evolve into an oral history of the Iranian Disapora and may provide additional copies to its licensees. I understand that Iran/America intends to retain the Interview as part of this permanent archive.

2. Transfer of Rights. In consideration of the recording of the Interview, conducted on or about the date set forth below, I hereby relinquish and transfer to Iran/America all title and property rights that I have or may be deemed to have in the Interview throughout the world. I understand that these rights include without limitation all rights, title and interest in any copyright, pursuant to United States copyright laws and the laws of any other applicable jurisdiction throughout the world. I understand that my conveyance of copyright encompasses the exclusive rights of reproduction, distribution, and preparation of derivative works, as well as all renewals and extensions. I understand that Iran/America may assign, license and sublicense these rights to other entities without further approval on my part.

3. Use of Interview. I understand that Iran/America may, without further approval on my part, exhibit, distribute, edit, reproduce, publish, publicly perform, publicly display and broadcast the Interview, or any portion thereof, **in all media, including but not limited to: radio, television, compact disc, in print, and on the Internet, as well as any success or technologies, whether now existing or hereafter developed.**

4. Use of Likeness, Etc. I agree that Iran/America and its licensees may use my name, voice, photographic likeness and biographical story in connection with the exhibition, reproduction, distribution, publication, public performance, public display, broadcast, and promotion of Iran/America, without further approval on my part.

5. Release. Without further approval on my part, I release Iran/America and its employees, directors, officers, agents, licensees, successors and assigns (including but not limited to any museums or universities that may house the final collection) (the "Released Parties") from all manner of claims, demands, disputes, suits and causes of action, damages, obligations and liabilities, including but not limited to libel, invasion of privacy, obscenity and copyright infringement, which I now have, have ever had or may hereafter have against the Released Parties relating in any way to the use and/or content of the Interview.

6. Indemnification. I agree to indemnify and hold harmless Iran/America and its employees, directors, officers, agents, licensees, successors and assigns (including but not limited to the Library of Congress) from and against all claims(including but not limited to claims for defamation, invasion of privacy, or right of publicity), liabilities, damages and expenses (including attorneys' fees and court costs) and other such losses arising out of, resulting from, or related to the use and/or content of the Interview.

7. Governing Law. This release shall be governed by, and construed in accordance with, the internal law of the State of California, without regard to conflicts of laws.

8. Severability. If any provision of this release is determined to be illegal or unenforceable, that provision shall be severed from this release, and such severance will have no effect upon the enforceability of the remainder of this release.

**I understand that Iran/America intends to rely on this release, and therefore understand that it is permanent and irrevocable. I have read the above release, authorization and agreement, prior to its execution, and am fully familiar with its contents. I am aware that this is a release of liability and a contract between me and Iran/America and I sign it of my own free will.**

**ACCEPTED AND AGREED:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

IF PARTICIPANT IS A MINOR I understand that my child or ward has engaged or will engage in an Interview, as defined above, with Iran/America. I accept and agree to the terms of this release on my own behalf, and on behalf of my child or ward.

Signature of parent or guardian \_\_\_\_\_ Date \_\_\_\_\_ Printed name of parent or guardian \_\_\_\_\_