

STORYCORPS GENERAL RELEASE FORM

- 1. <u>Introduction</u>. I, _______, am a participant in StoryCorps, Inc. ("StoryCorps"). I understand that StoryCorps is a nationwide initiative to record and collect oral and audiovisual history interviews. I understand that one recording of my interview (the "Interview") will remain with me, and that StoryCorps will retain a second copy of the Interview, which will become part of an archive at the American Folklife Center at the Library of Congress that will evolve into an oral and audiovisual history of America and may provide additional copies to its licensees. I understand that StoryCorps intends to retain the Interview as part of this permanent archive.
- 2. <u>Transfer of Rights</u>. In consideration of the recording and provision to me of a copy of the Interview, conducted on or about the date set forth below, I hereby relinquish and transfer to StoryCorps 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 StoryCorps may assign, license and sublicense these rights to other entities without further approval on my part.
- 3. <u>Use of Interview</u>. I understand that StoryCorps 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 successor technologies, whether now existing or hereafter developed.**
- 4. <u>Use of Likeness, Etc.</u> I agree that StoryCorps and its licensees may use, exhibit, reproduce, distribute, publish, publicly perform or display, broadcast, edit, modify, animate, or make derivative works (including, without limitation, watercolor images or other artistic depictions, interpretations or renderings) from my name, voice, image (photograph and video), likeness, biographical story and any information or materials I provide to StoryCorps, in connection with the exhibition, reproduction, distribution, publication, public performance, public display, broadcast, and promotion of StoryCorps and the Interview, and may provide interview metrics and information about me to funders of StoryCorps and other third parties for educational and research purposes, without further approval on my part.
- 5. Release. Without further approval on my part, I release StoryCorps and its employees, directors, officers, agents, licensees, successors and assigns (including but not limited to the Library of Congress) (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. <u>Indemnification</u>. I agree to indemnify and hold harmless StoryCorps 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 New York, without regard to conflicts of laws.
- 8. <u>Severability</u>. 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 StoryCorps 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 StoryCorps and I sign it of my own free will. I consent to electronic signature and transmission of this release by facsimile, email, scanning, portable document format (.pdf), or by any other electronic means, which shall be deemed to have the same legal effect, validity or enforceability as delivery of an original executed copy of this release.

ACCEPTED AND AGREED:

| Signature | | Date | | |
|--------------|-------|-------|-----|--|
| Printed name | | | | |
| Address | City | State | Zip | |
| Telephone | Email | | | |