**PARTICIPANT RELEASE FORM**

**[PROJECT NAME]**

[NAME OF ARTIST] (the “**Artist**”) is undertaking a project entitled ‘[PROJECT TITLE]’ (the “**Project**”) in collaboration with [NAME OF ORGANISATION] (the “**Organisation**”). The Project involves [PROJECT DETAILS] and is expected to result in [PROJECT RESULTS].

The Artist wishes to enter into this Participant Release Form with [NAME OF INDIVIDUAL] (“**You**”) to set out Your participation in the Project. By signing this Participant Release Form, You agree to comply with the terms below.

1. Your participation in the Project will involve [DETAILS OF PARTICIPATION] (the “**Participation**”).
2. You confirm that you consent to Your Participation in the Project.
3. Information that personally identifies You (“**Personal Data**”) will be processed as part of the Project. A privacy notice explaining how this Personal Data will be processed can be found here: [LINK] (the “**Privacy Notice**”).
4. You consent to the Artist [and the Organisation] collecting, keeping, using, editing, sharing and storing the Personal Data as set out in the Privacy Notice.
5. Intellectual property rights are rights in people’s creations. They can exist anywhere in the world. Some intellectual property rights are registered and some are not. They allow rights holders to use the creations in certain ways, and to prevent other people from using the creations in certain ways. Common examples include copyright, trademarks and patents, but there are lots of different types of intellectual property rights.

Anything you create through Your Participation in the Project is a “**Result**”. There may be intellectual property rights in these Results (“**Intellectual Property Rights**”).

1. **Option 1:** [As far as the law allows, You hereby assign the Results and the Intellectual Property Rights to the Artist. This means that the Artist will own all results of Your Participation in the Project, and any intellectual property rights in these results.]

**OR**

**Option 2:** [As far as the law allows, You hereby assign the Results and the Intellectual Property Rights to the Artist. The Artist will assign the Results and the Intellectual Property Rights to the Organisation. This means that the Organisation will own all results of Your Participation in the Project, and any Intellectual Property Rights in these results.]

**OR**

**Option 3:** [You own all Results and the Intellectual Property Rights. You hereby grant each of the Artist and the Organisation a worldwide, non-exclusive, royalty-free, sub-licensable, perpetual and irrevocable licence to copy, modify, edit, share, make available and otherwise use the Results and the Intellectual Property Rights for any purpose whatsoever including, without limitation, for display purposes, marketing and promotional purposes,0020 and commercial purposes.]

1. If the Artist [or the Organisation] asks You to sign documents or take reasonable steps to give effect to clause 6, You agree that You will promptly do so.
2. [All information about the Project, the Results, the Intellectual Property Rights and any information you receive from the Artist or Organisation (the “**Confidential Information**”) should be kept confidential by You. You agree not to disclose the Confidential Information to any third party unless You are required to do so by law.]
3. You agree that no fee will be payable to You in connection with Your Participation in the Project or the rights You are granting by signing this Participant Release Form. You confirm that, while You are happy for the Artist and Organisation to identify You as the author of the Results, You unconditionally and irrevocably waive all moral rights in the Results in favour of the [Artist/Organisation] and its licensees, sub-licensees, assignees and successors.
4. You confirm that:
5. any Personal Data provided by You in connection with the Project is correct;
6. the results of Your Participation in the Project are Your own work;
7. use of the Intellectual Property Rights in the results of Your Participation in the Project (including use by the [Artist/Organisation] or any third party they grant rights to) will not infringe the Intellectual Property Rights of any third party; and
8. You will be responsible to the Artist for any breach of this clause 10.
9. You acknowledge that the Artist shall not be liable for any loss, damage or injury suffered by You in connection with: (i) the Project; or (ii) Your Participation. This does not include circumstances where death or personal injury is caused by the Artist’s negligence or where it is not legally permissible to exclude the Artist’s liability.
10. This Participant Release Form shall be governed by Scots law, and the Scottish courts shall have exclusive jurisdiction over any disputes arising in connection with it or the Project.

Yours sincerely

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[ARTIST NAME]

I, [NAME OF INDIVIDUAL], understand and agree to be bound by the terms of this Participant Release Form.

Signature………………………………….

Date………………………………………..