**PARTICIPANT RELEASE FORM**

**Under 18s**

**[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 PARENT OR GUARDIAN] (“**You**”) to set out the participation of [NAME OF CHILD] (the “**Child**”) in the Project. By signing this Participant Release Form, You agree to comply with the terms below.

1. The Child’s participation in the Project will involve [DETAILS OF PARTICIPATION] (the “**Participation**”).
2. You confirm that you consent to the Child’s Participation in the Project.
3. Information that personally identifies You and/or the Child (“**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 and sharing 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 the Child creates through their 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 all Intellectual Property Rights to the Artist. This means that the Artist will own all results of the Child’s 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 all 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 the Child’s Participation in the Project, and any intellectual property rights in these results.]

**OR**

**Option 3:** [The Child will own all Results and Intellectual Property Rights. You, acting on behalf of the Child, 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, 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 or the Child receive from the Artist or Organisation (the “**Confidential Information**”) should be kept confidential by You and the Child. You agree not to disclose the Confidential Information to any third party unless You are required to do so by law. You agree to ensure that the Child keeps the Confidential Information confidential.]
3. You agree that no fee will be payable to You or the Child in connection with the Child’s Participation in the Project or the rights You are granting in this Participant Release Form. You confirm that, while You are happy for the Artist and Organisation to identify the Child as the author of the Results, You, acting on behalf of the Child, unconditionally and irrevocably waive all of the Child’s moral rights in the Results in favour of the [Artist/Organisation] and its licensees, sub-licensees, assignees and successors.
4. You confirm that:
5. You have the right to enter into this Participant Release Form on behalf of the Child;
6. any Personal Data provided by You and/or the Child in connection with the Project is correct;
7. the results of the Child’s Participation in the Project are the Child’s own work;
8. use of the Intellectual Property Rights in the results of the Child’s 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
9. You will be responsible to the Artist for any breach of this clause 10.
10. You acknowledge that the Artist shall not be liable for any loss, damage or injury suffered by You or the Child 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.
11. 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 for and on behalf of [CHILD’S NAME].

Signature………………………………….

Date………………………………………..