

BULLETIN

Bulletin No: 103
To All MFB MEMBERS

Volume: 17

Date: Tuesday 20 July 2010

EMPLOYEE PERMISSION REQUIRED FOR USE OF PHOTOGRAPHIC IMAGE

You Have The Right To Say No

MORE FIREFIGHTERS, NOT LESS

Recently the UFU has been advised that MFB intends to use the photographic images of its employees in publications without written consent.

Industry standards for any photographic work that will appear in publications and online require a release form from the person who is clearly the subject of the image.

Accordingly members are advised that the employer has to seek the permission of its employees for the use of their image. Further MFB should not make the assumption that it has a right to their photographic image as a result of an employment contract.

Due to the nature of emergency services work which may entail attendance at crime scenes that become the subject of coronial inquests or other legal proceedings, the desire for confidentiality must be respected and upheld.

So as to avoid any doubt, a "Model Release" form is available on the UFU website <http://www.ufuvic.asn.au/> for your reference.

Strength in Unity
READ OUT AT MUSTER AND PIN ON NOTICE BOARD

Authorised by Peter Marshall, Branch Secretary

Model Release

In consideration of my engagement as a model, upon the terms herewith stated, I hereby give to _____ [photographer] his/her heirs, legal representatives and assigns, those for whom the photographer is acting, and those acting with his/her authority and permission:

- a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any printed material in connection therewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release, discharge and agree to save harmless [photographer], his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am an adult and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

Print Name: _____

Signed: _____

Dated: _____

Address: _____

City: _____

Postcode: _____

Phone: _____

Email: _____