

STV CONSENT FORM (CHILD)

FROM: PARENT OR LEGAL GUARDIAN: (“Guardian”)
(Please print full name in BLOCK CAPITALS)

OF THIS CHILD: (“Contributor”)
(Please print full name in BLOCK CAPITALS)

TO: STV PRODUCTIONS LIMITED, PACIFIC QUAY, GLASGOW, G51 1PQ (“STV”)

I, the Guardian, warrant that I am the legal guardian of the Contributor and that I have the right to grant this consent for and on behalf of the Contributor. Accordingly, I agree for myself and for and on behalf of the Contributor as follows:

1. I understand that STV is making a television programme(s) during [**18/8/12**] (the “**Filming Period**”), and that such programme(s) will feature, amongst other things, children and young people participating in a dance marathon (the “**Participants**”). The resulting television series has the working title “**STV Charity Programme 2012**” (the “**Programme**”). I understand that the Programme will be of a factual nature and is intended for initial transmission on STV throughout Scotland and on websites associated with the business of STV.
2. I agree for the Contributor to be involved in the Programme as a Participant and I hereby agree to allow STV to film, photograph and record any contribution the Contributor makes to the Programme (“**the Contribution**”) and hereby grant to STV all rights including without limitation copyright and performers' property rights in such Contribution and hereby irrevocably waive in favour of STV, its assignees and licensees the benefit of all moral rights and performers' rights arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction
3. I hereby irrevocably consent that STV and its licensees / assignees may use and edit all or any part of the Contribution and may show the recording of the Contribution in the UK and throughout the world in perpetuity on terrestrial, cable or satellite television, video/dvd and on the internet (including but not limited to on the website of the Programme's sponsor (if any)) or any other media in connection with the Programme and/or its promotion, or any future version of the Programme (or subsequent programmes on substantially the same subject) with no fee payable to me or the Contributor.
4. I hereby agree that STV and its assignees can edit the Contribution as it requires provided that it will not intentionally distort or misrepresent the Contribution.
5. I hereby agree that STV shall be entitled to assign and sub-licence the rights I grant to STV hereunder in order to exploit the Programme by any means whatsoever.
6. I hereby agree with and warrant and represent to STV that:-
 - 6.1. the personal details disclosed about the Contributor in the Contribution and in this form, **including (but not limited to) any medical details, history or information that STV have required me to disclose**, are correct and the Contributor has not misled, and will not mislead STV regarding their identity or about any other facts or information provided by the Contributor including but not limited to any details relating to the Contributor's suitability as a Contributor;
 - 6.2. **the Contributor is over the age of FIVE (5) YEARS OLD and has not taken part in (or will not take part in) any other performances which have either been filmed for broadcast, taken place on licensed premises or for which an admission fee was charged to the public, for more than THREE (3) DAYS in the SIX (6) MONTHS immediately prior to the filming date.**
 - 6.3. to the best of my knowledge, neither the Contribution nor any part of it will be defamatory or untruthful;
 - 6.4. I will indemnify STV against any loss or harm it suffers as a direct result of any breach by me, the Guardian or the Contributor of this paragraph 5; and

CONSENT FORM (CHILD – PARTICIPANT)

6.5. I am aware that this is a legal document which is dealing with consent to use the personal data of the Contributor, and that it will affect the Contributor's rights under the Data Protection Act 1998 and I have been advised by STV to seek independent legal advice in the event that I do not understand the legal implications of signing this document.

7. I understand that STV will only use the personal details I provide to them as part of the Contribution for the purpose of producing, promoting, transmitting and distributing the Programme.

8. I understand that providing the Contribution will potentially require the Contributor to undertake certain physical tasks or exercise and I hereby confirm that both I and the Contributor have had the various tasks involved fully explained to us and that the Contributor performs these entirely voluntarily and at our own risk. I accept that STV shall have no liability to us in respect of any ill-effect, pain, discomfort or other loss suffered by the Contributor in the course of providing the Contribution, except where such ill-effect, pain, discomfort or other loss is caused by the negligent act or omission of STV.

9. I understand that if I have any queries about the Contribution or its use in the Programme, or about the Contributor's participation in general – either before, during, or after the Filming Period - I may contact STV at the above address through Ruth Sangster.

10. This consent shall be governed and interpreted in accordance with Scots Law.

By signing both copies of this form (one to be retained by me for my records) I agree that I have read and fully understood the terms of this consent form.

Signed:
(by the Guardian)

Date:

Signed at (town/city):

Address:
.....
.....

Telephone no.:

Date of birth of child:



PARTICIPANT NAME: _____

Please let us know if you suffer from any of the following medical conditions and, if so, provide more detail in the space provided:

Epilepsy _____

Diabetes _____

Asthma _____

Allergies _____

Any other relevant condition/injury which
may restrict your physical activity _____

None of the above