



Arkansas Communication & Theatre Arts Association

MEDIA AUTHORIZATION AND RELEASE

In connection with my participation in events sponsored, sanctioned, or otherwise organized by the Arkansas Communication and Theater Arts Association, its members, or its authorized representatives (collectively "ACTAA"), I, the undersigned, agree as follows:

1. ACTAA has my permission to interview, photograph, or record (audio or video) me while I am engaged in any ACTAA activity. Such activities include, but are not limited to, speech and debate competitions, festivals, demonstrations, scrimmages, theatrical performances, and award ceremonies. Interviews, photographs, or recordings may happen in person or online.
2. ACTAA has my permission to use such interviews, photographs, or recordings for educational and promotional purposes. Such activities may include, but are not limited to, production of training videos and teaching materials, promotion of ACTAA on the ACTAA website or other social media platforms, advertising, and media coverage. ACTAA, at its discretion, may use such materials immediately upon production or at a later date. Further, I waive any right to royalties or other compensation arising out of or related to the use of any interviews, photographs, or recordings.
3. To the extent that use of the materials are subject to the Federal Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), I waive my rights under FERPA to the extent that ACTAA uses such materials for educational or promotional purposes.
4. I release and hold harmless ACTAA from any and all causes of action, claims, demands, damages, costs, or expenses, which relate to or arise out of any creation, development, or use of these interviews, photographs, or recordings. This release does not apply to any creation, development, or use of the materials that would constitute a knowing, willful, or intentional violation of the law.
5. I have the right to revoke this authorization at any time if I do so in writing. Such a revocation shall apply prospectively only and shall not apply any materials created or used before the date of said revocation. I acknowledge that the revocation of this permission may affect my ability to participate in ACTAA activities that require some type of interview, photograph, or recording.

I have read and understand this Authorization and Release, I agree to its provisions. I affirm that:

- **I am at least 18 years of age; or**
- **I am under 18 years of age, but I have obtained the required consent of my parent(s) or legal guardian(s) as evidenced by their signatures below.**

Student Name (Print)

Parent/Guardian Name (Print)

Student Signature

Parent/Guardian Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)



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Release Explained (by Anthony L. McMullen)

The purpose of this release is to protect the Arkansas Communication and Theater Arts Association (ACTAA) from liability in the use of any media produced during its events. This is a “standard” agreement, but it is important for students and their parents to understand what they are signing.

In the first line, “ACTAA” refers to the overall organization, but it also refers to its members and representatives. Therefore, if a student is competing at an event that is not being run by ACTAA, but is being run by one of its members, the provisions of this release applies.

The first paragraph gives ACTAA the permission to interview, photograph, or record students while at an ACTAA event. This covers not just speech and debate tournaments, but things such as Demo Day, any type of non-competitive festivals, and award ceremonies. If ACTAA sponsors it, sanctions it, or runs it, this agreement covers it.

The second paragraph allows ACTAA to use this material for promotional or educational use. ACTAA might use the student’s performance on its website, social media, or YouTube channel. It might also put the videos on a members’ only section of the website and allow the materials to be used to train other members or students. ACTAA can do this without compensating the student involved.

The third paragraph addresses FERPA, a major federal law that requires educational institutions to protect personally identifiable information about the student. While ACTAA is not going to release information about a student’s academic record, birthday, place of birth, etc., is certainly possible that ACTAA could identify a student by name, grade, and school. FERPA probably does not apply to ACTAA in this circumstance, but in an abundance of caution, it may be wise to have students waive their rights under FERPA for this limited purpose.

The fourth paragraph releases ACTAA from any liability resulting from the use of any of the materials created here. In other words, if ACTAA were to livestream a dramatic interpretation, and a student were to come to some harm (e.g., the student has a traumatic experience performing the event), ACTAA will not be held liable. This release, however, does not cover intentional misconduct. First, the agreement would violate public policy, and thus be unenforceable, if it did. Second, we do not have an interest in protecting someone who intentionally harms a student.

Finally, the fifth paragraph lets students (and parents) know that they can revoke their permission if they do so in writing. The agreement states that the revocation acts prospectively, meaning that if ACTAA has recorded a student and is using that recording for promotional or educational purposes, it does not have to delete, remove, or destroy anything that has already been created. (As a practical matter, if a student requests that something be removed, ACTAA should honor that request if practicable.) The agreement also makes clear that such a revocation may impede that student’s ability to participate. For example, if the plan is to livestream an event, and a student does not agree to being recorded, that student may not be able to participate. ACTAA should try to find a way to ensure that students who do not want to be recorded can still participate, but there are some events where that may be impractical (such as an interpretive event or a performance).