



Filming/Photography Indemnification Release Form

I, _____, in consideration for the permission granted to me by the City of New York and the New York City Department of Transportation ("DOT"), to enter upon its property and/or premises located at _____, on the date(s) of _____, as specified in the attached permit, with personnel and equipment to obtain still photographs, motion pictures, videotapes and sound recordings (the "materials") of any portions of such property, including any name connected with the property, for use, inclusion, exhibition, distribution and other exploitation, in any manner or media whatsoever, whether now known or hereafter devised, throughout the world, in perpetuity, in and in connection with, a production entitled (tentatively entitled) _____ and any advertising, publicity or promotion of the Program or of the services of _____, agrees to the following:

1. To enter upon the aforementioned property and/or premises at its own risk. (The details of cast, crew and equipment to be used is listed on a letter attached hereto).
2. To be liable for, indemnify, defend and hold the City of New York and DOT, its officers, agents, servants, representatives employees, attorneys, consultants and independent contractors ("Indemnitees") harmless from any and all liabilities, suits, obligations, fines, damages, penalties, claims, charges and expenses (including, without limitation, attorneys' fees and disbursements) ("Damages") that may be imposed upon or incurred by or asserted against any of the Indemnitees arising out of or related to _____'s presence or the presence of _____'s agents, representatives, servants, employees or independent contractors during the agreed upon time and for the agreed upon purpose whether or not such damages are due to the negligence of the City or otherwise; provided, however, that the foregoing liability and indemnity obligation shall not apply to any Damages to the extent arising out of any willful misconduct or gross negligence of the City, its officers, employees, servants, agents, attorneys, consultants or independent contractors. Further, it is a condition of this Agreement that the City assumes no liability for liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable attorneys' fees and disbursements) to either Persons or property on account of the same, except as expressly provided herein.
3. To forever release and discharge the City of New York and DOT, its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from _____'s presence or the presence of _____'s agents, representatives, servants, employees or independent contractors during the agreed upon time and for the agreed upon purpose.



4. On behalf of _____, its heirs, executors or administrators, to forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding, at law or otherwise against the City of New York and DOT, its agents, servants, representatives or employees based upon any injuries which _____ may suffer, including death or damages, both personal or to property, whether same be known or unknown, anticipated or unanticipated, resulting from my presence on the aforementioned property and/or premises during the agreed upon time and for the agreed upon purpose.

5. To procure, with a company that may lawfully issue the required insurance policies, and to maintain at my own cost and expense, during the agreed upon time, Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence to cover any such injuries, including death or damages, and naming the City of New York and the Department of Transportation as additional insured parties.

6. The DOT warrants and represents that it is authorized to grant the rights and make the agreements set forth herein. _____ signs this instrument with no other promise of representation made by the City of New York and DOT, its officers, agents, servants, representatives or employees other than the consideration stated herein.

I hereby voluntarily sign this instrument, and assert that I am authorized by _____ to sign this instrument, with no promise or representation made by the City of New York and DOT, its officers, agents, servants, representatives or employees other than the consideration stated herein.

Dated: _____ Signature: _____

Title: _____

ACKNOWLEDGMENT

State of New York)
County of _____) ss.:

On this _____ day of _____, 20____, before me personally came to me known and known to me to be the person who executed the foregoing instrument, who being by me duly sworn did depose and say that he/she resides at _____ and that he/she is the person described in and who executed the foregoing instrument.

NOTARY PUBLIC