



## Halifax Regional Municipality Film Release and Indemnification

(Name of Company, hereinafter called Company) hereby agrees to be responsible for and to indemnify, hold free and harmless, the Halifax Regional Municipality (Hereinafter called HRM), its Mayor, Councillors, Officers, Employees, Agents and Volunteers from and against, all actions, claims, demands, liabilities, damages, suits or proceedings of any sort, whether arising in law, equity, in contract, tort or otherwise, save for the negligence of the HRM, its Mayor, Councillors, Officers, Employees, Agents and Volunteers, arising out of or resulting from, but not limited to, all activities such as scouting, planning, preparation, construction, filming and clean up necessary to return site to previous condition, as well as any and all other arrangements prior to, during and subsequent to \_\_\_\_\_(Event) to be held \_\_\_\_\_(Location) on \_\_\_\_\_(Date), whether or not caused by the acts or omissions of the Company, its Director's, Officer's, Employees, Agents and any other individual or party for which it is partially or wholly responsible.

Furthermore, \_\_\_\_\_(Company) will be responsible for purchasing and maintaining prior to and during the Event, Commercial General Liability insurance in a form at least as broad as the IBC form with an Insurer reasonably acceptable to the HRM to limits of:  
(check one)

- \$ 2,000,000
- \$ 5,000,000
- \$10,000,000

(Limits reflect the risk to the HRM associated with the filming)

Such Commercial General Liability policy shall include, but not be limited to, inclusive Bodily Injury and Property Damage and including Personal Injury, Cross Liability Clause in addition to naming the Halifax Regional Municipality as an Additional Insured. The Company will also be responsible for purchasing and maintaining prior to and during the Event, as required by law, Workers Compensation for Employees of the Company and Accident Insurance to cover injuries and or death to the paid or unpaid Volunteers or contracted Participants in the Event with limits, terms and conditions reasonably acceptable to HRM.

HRM acknowledges that the Company (and its successors, assigns, and licensees) is and will be the sole and exclusive owner of all right, title, and interest of every kind in and to all photographs, video and audio recordings, and other depictions in any format and media (the "Recordings"), including all copyrights and other intellectual property rights therein, in perpetuity for all purposes, including the right to exploit the Recordings in connection with the production and advertising and promotion for the production in any media or format now existing or hereafter created without consent from or any royalty, payment, or other compensation to HRM.

The Company agrees not use HRM's name, trademarks, or other identifying information in any advertising or in the production without HRM's prior written approval in each instance.

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Dated this date: \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_

Return to:  
Laura Mabe, HRM Film Liaison  
mabelau@halifax.ca or 902.456.0872