

Planning video projects and photoshoots: Information for divisions

A growing number of divisions have developed or are interested in developing videos to highlight their projects, their physicians, and their communities. Others have arranged or are planning photoshoots to build a collection of images to use on their websites, promotional materials, etc.

When planning a video or photography project there are a number of logistical and legal factors to consider. In particular, organizers must ensure they have permission to photograph or film at their chosen venue, arrange for supervision or accompaniment by facility staff (if necessary), and have models and other participants sign legal release forms permitting use of their images.

The provincial Communications team has created this document to support divisions to address these requirements. It includes recommendations, resources, forms, and general information developed for use by all divisions to support planning and execution of video projects and photoshoots.

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Models and other participants

All video or photoshoot participants must sign a model release form, confirming that they consent to the use of their image for the purposes of the project. The provincial Communications team has created two template forms which can be customized with your division name and project information: The [Model Release form](#) and the [Model Release for Minors form](#).

Ensure that you have enough of these forms prepared and printed for all participants to sign before filming starts. Once signed, these forms can either be filed in hard copy form or scanned and saved in electronic form (note that you will need to create a written record stating that the scan is accurate and unaltered before destroying the originals). The recommended time to keep these on file is 16 years for adults, and age of majority plus 16 years for minors (the age of majority in BC is 19, so release forms must be kept on file until the child turns 19, then for an additional 16 years thereafter).

Locations

Division photoshoots and video projects may take place in a variety of different settings, including doctors' offices, hospitals, community centres, parks, or scenic local landmarks. Different rules and recommendations apply to filming in different locations. The provincial Communications team has created a template [Location Release form](#) to protect divisions from liability while filming/photographing at various locations.

The provincial Communications team has also created project checklists to ensure all steps for organizing a photoshoot or video project in each location have been taken. These lists can be accessed by clicking the link after each section.

Doctor's offices

Note that when filming or taking photos in a doctor's office setting, many patient confidentiality and information privacy issues can be avoided by filming after hours. If filming or photography must take place during office hours, please take the recommendations below into careful consideration, and complete the accompanying checklist to ensure your footage does not violate patient confidentiality.

- Permission to film in a doctor's office must be obtained from all doctors practising in the office (or from the office manager, if one exists). Ensure that a Location Release Form is signed and that the form is complete with your division name inserted in all necessary spots.
- Ensure that all models and participants sign the appropriate model release form and that the form is complete with your division name inserted in all necessary spots.
- Any patients who may be present at the time of filming must be informed that filming is taking place, even if they won't be captured on film. Provide clear information on where filming is taking place in the office.
- Ensure that no patient charts or personal information on computer screens will be visible on film.
- Footage must be reviewed carefully to ensure nothing confidential ends up in the final footage.

[View project checklist](#)

Hospitals and facilities

- In order to film in a hospital or other health care facility (e.g., residential care), permission must be granted by the Health Authority and on-site facility management.
 - Call the communications department at the health authority and explain that you'll be contacting facility management to arrange a photoshoot or video project. Explain the purpose of your project, and follow up via e-mail to confirm your conversation.
 - Call the site director/manager at the facility and ask for permission to film/shoot.

- Explain exactly what you need and why.
- Explain that you will not disturb patients.
- If you don't have a filming area in mind, ask if they can recommend a spot at a convenient time during which you'll be unlikely to disturb anyone.
- Follow up via e-mail to confirm your conversation.
- Ensure that all models and participants sign the appropriate model release form and that the form is complete with your division name inserted in all necessary spots.
- Most facilities will require you to have a facility escort throughout filming. This should be arranged with the Health Authority and/or facility management.
- Ensure that the facility advises their security team that filming is taking place.
- The site manager should also inform the unit/ward manager and their staff that filming will be taking place on site.
- It may be helpful to post a sign where you are filming, stating: "Filming is taking place on this unit today. If you have questions, or do not wish to be in the background shot, please let the team know. We will not disturb patients."
- Inform photographers and videographers that they should work to keep patients and families who are not participating in your project out of the shot and avoid disturbing them. If charts or whiteboards containing patient information are in a shot, they must be removed in the final edit.
- Footage must be reviewed carefully to ensure nothing confidential ends up in the final footage.

[View project checklist](#)

Indoor public spaces: Community centres, libraries, etc.

- When filming in a building that is considered "public space," (e.g., a community centre, mall, or library), contact building management to get permission.
- Policies will differ with each of these locations. If a location doesn't provide you with a Location Release Form, consider providing them with your own to protect you from liability.
- When filming openly in a public space, consider placing signs nearby as a courtesy to the public, as people may wish to avoid wandering through the shot.
- When filming in public spaces, background noise and "photo-bombers" can be a challenge. Factor in time for extra takes, just in case.
- Ensure that all models and participants sign the appropriate model release form and that the form is complete with your division name inserted in all necessary spots.

[View project checklist](#)

Outdoor public spaces: Parks or landmarks

- You need permission to film in an outdoor public space only if you wish to close off the area—for instance, when filming a scene where people are walking on a path in a park you may wish to close off the filming area to pedestrian traffic for a period of time in order to guarantee a clean shot. Contact your local city hall to enquire about acquiring a permit to close off a public space or street for filming purposes.
- If you're filming openly in a public space (without closing off the area), consider placing signs nearby as a courtesy to the public, as people may wish to avoid wandering through the shot.
- Whether you close the area or not, background noise and "photo-bombers" can be a challenge. Factor in time for extra takes, just in case.
- Ensure that all models and participants sign the appropriate model release form and that the form is complete with your division name inserted in all necessary spots.

[View project checklist](#)

Tourism images and video b-roll

If your video project involves encouraging physicians to travel to your area to see if they'd like to work there, Hello BC has created a repository of video b-roll and images that can be used for this purpose. Click the link below and scroll down to the image/video bank options to register and access the media library.

<http://travelmedia.hellobc.com/photos-videos.aspx>

Contractors: Hiring a photographer or videographer

You may wish to research and hire your own photographer or videographer locally. Alternatively, depending on your division's location, the provincial Communications team may be able to recommend a contractor in your area based on past projects.

Whomever you hire, ensure that you obtain signed agreement that your division owns copyright to all the footage, and that the contractor can't use your footage elsewhere in other videos or projects without your permission.

Note that when filming in facilities and offices, theft and broken items will be covered if your contractor has commercial liability insurance. Professional video companies generally do, and are usually respectful about leaving the filming location as they found it. However, it may be worthwhile to have these conversations in advance, just to cover all your bases.

Project checklist: Photoshoot or filming in a doctor's office

- Services of photographer/videographer engaged
- Agreement signed stating your division owns copyright to all footage
- Conversation has taken place with photographer/videographer to confirm they have commercial liability insurance
- Permission obtained from physician or office manager
- Location release form signed
- Model release forms updated with division name and copies printed for participants to sign
- If filming during office hours: Notices printed informing patients that filming is taking place
- Conversation with photographer/videographer to ensure computer screens and patient files are not in the shot
- Footage carefully reviewed for patient confidentiality and privacy concerns (and footage edited accordingly to ensure information is removed from final product)

Project checklist: Photoshoot or filming in a hospital or other health care facility

- Services of photographer/videographer engaged
- Agreement signed stating your division owns copyright to all footage
- Conversation has taken place with photographer/videographer to confirm they have commercial liability insurance
- Permission obtained from Health Authority
- Permission obtained from on-site facility management
- Model release forms updated with division name and copies printed for participants to sign
- Facility escort arranged with Health Authority and/or facility management
- Facility has advised security team that filming is taking place
- Facility has advised the unit/ward manager and staff that filming is taking place
- Signs printed and posted stating that filming is taking place in the ward
- Conversation has taken place with photographer/videographer to ensure charts and whiteboards containing patient information are not in the shot, and that patients and their families will not be disturbed
- Footage carefully reviewed for patient confidentiality and privacy concerns (and footage edited accordingly to ensure information is removed from final product)

Project checklist: Photoshoot or filming in an indoor public space

- Services of photographer/videographer engaged
- Agreement signed stating your division owns copyright to all footage
- Conversation has taken place with photographer/videographer to confirm they have commercial liability insurance
- Permission obtained from building management
- Location release form signed
- Model release forms updated with division name and copies printed for participants to sign
- Notices printed informing customers/patrons that filming is taking place

Project checklist: Photoshoot or filming in an outdoor public space

- Services of photographer/videographer engaged
- Agreement signed stating your division owns copyright to all footage
- Conversation has taken place with photographer/videographer to confirm they have commercial liability insurance
- If needed: Permit obtained from city hall to close off area
- Model release forms updated with division name and copies printed for participants to sign
- Notices printed informing members of the public that filming is taking place and directing them to a route around your filming area so they can avoid being in the shot

Model Release

In consideration for participating in the [INSERT DIVISION NAME] photography or video session scheduled on _____ (*date*) and for other good and valuable consideration, I, _____, (the "Model"), hereby agree as follows:

- a) I authorize and give permission to [INSERT DIVISION NAME] and its authorized representatives, contractors, employees, agents, licensees, successors, and assigns (collectively, the "Representatives") to record my name, likeness, image, voice, sound effects, interview and/or performance on film tape, to record or take still images of me such as photographs and portraits, or to otherwise collect information identifying me through film or photography (collectively, the "Recordings") and to edit such Recordings as necessary, for the purposes of sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art or illustration by [INSERT DIVISION NAME] for its initiatives, programs, and other organization-related purposes (the "Purposes");
- b) I authorize and give unrestricted right and permission to [INSERT DIVISION NAME] and its Representatives to use and distribute, as [INSERT DIVISION NAME] sees fit for the Purposes, the Recordings, and any reproduction of those Recordings, in which I may be identifiable or included or appear intact or in part, composite or distorted in character or form, without restriction as to changes or transformations;
- c) I consent to the use of my own or fictitious name in conjunction with the use and distribution of the Recordings if [INSERT DIVISION NAME] so decides;
- d) I agree that the Recordings and the use of my name may be used without further compensation for an unlimited time;
- e) I hereby relinquish any right that I may have to examine or approve the completed Recordings or any products, advertising copy, or printed, video or web/online matter in or through which the Recordings may be used or distributed or the Purposes for which the

Recordings may be applied;

- f) I hereby release, discharge and agree to save harmless the [INSERT DIVISION NAME] and each of its Representatives from any liability which may arise 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 the Recordings or in any subsequent processing thereof, or by virtue of any use, publication, or distribution of the Recordings, including without limitation any claims for libel or invasion of privacy;
- g) I understand that the [INSERT DIVISION NAME] has copyright in the Recordings and in all photographs, videos, negatives, transparencies, digital files, previews, and proofs related to the Model's Recordings, and they will remain the exclusive property of the [insert division name]. It is hereby agreed that the [INSERT DIVISION NAME] shall reserve all copyright privileges, and reproduction of the Recordings by the Model, in any form, is strictly prohibited without written permission from the [INSERT DIVISION NAME]; and
- h) Further, I hereby release and discharge the [INSERT DIVISION NAME] and each of its Representatives from any and all responsibility and/or liability in any and all actions, claims or demands of any kind whatsoever which may now, or at any time, arise from or in connection with the collection, use, and distribution of the Recordings and said photographs, videos, negatives, transparencies, digital files, previews, and proofs including, any and all claims for libel and invasion of privacy.

I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read this Model Release prior to its execution, and I fully understand the contents herein. I acknowledge that I understand the above-stated purposes for which [INSERT DIVISION NAME] is collecting, using, and distributing my personal information described herein (i.e. the Recordings) and that, by signing this Model Release, I consent to the [INSERT DIVISION NAME]'s collection, use, and distribution of my personal information for those purposes.

Name of Model

Signature of Model

Name of Witness

Signature of Witness

Model's Phone Number

Model's Email Address

Model's Mailing Address

Date

Model Release for Minors

In consideration for the minor's participation in the [INSERT DIVISION NAME] photography or video session scheduled on _____ (*date*) and for other good and valuable consideration, I, Legal Guardian of the minor, _____ (the "Model"), hereby agree as follows:

- i) I authorize and give permission to [INSERT DIVISION NAME] and its authorized representatives, contractors, employees, agents, licensees, successors, and assigns (collectively, the "Representatives") to record the Model's name, likeness, image, voice, sound effects, interview and/or performance on film tape, to record or take still images of the Model such as photographs and portraits, or to otherwise collect information identifying the Model through film or photography (collectively, the "Recordings") and to edit such Recordings as necessary, for the purposes of sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art or illustration by [INSERT DIVISION NAME] for its initiatives, programs, and other organization-related purposes (the "Purposes");
- j) I authorize and give unrestricted right and permission to [INSERT DIVISION NAME] and its Representatives to use and distribute, as [INSERT DIVISION NAME] sees fit for the Purposes, the Recordings, and any reproduction of those Recordings, in which the Model may be identifiable or included or appear intact or in part, composite or distorted in character or form, without restriction as to changes or transformations;
- k) I consent to the use of the Model's own or fictitious name in conjunction with the use and distribution of the Recordings if [INSERT DIVISION NAME] so decides;
- l) I agree that the Recordings and the use of the Model's name may be used without further compensation for an unlimited time;
- m) I hereby relinquish any right that I may have to examine or approve the completed Recordings or any products, advertising copy, or printed, video or web/online matter in or

through which the Recordings may be used or distributed or the Purposes for which the Recordings may be applied;

- n) I hereby release, discharge and agree to save harmless the [INSERT DIVISION NAME] and each of its Representatives from any liability which may arise 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 the Recordings or in any subsequent processing thereof, or by virtue of any use, publication, or distribution of the Recordings, including without limitation any claims for libel or invasion of privacy;
- o) I understand that the [INSERT DIVISION NAME] has copyright in the Recordings and in all photographs, videos, negatives, transparencies, digital files, previews, and proofs related to the Model's Recordings, and they will remain the exclusive property of the [INSERT DIVISION NAME]. It is hereby agreed that the [INSERT DIVISION NAME] shall reserve all copyright privileges, and reproduction of the Recordings by me or the Model, in any form, is strictly prohibited without written permission from the [INSERT DIVISION NAME]; and
- p) Further, I hereby release and discharge the [INSERT DIVISION NAME] and each of its Representatives from any and all responsibility and/or liability in any and all actions, claims or demands of any kind whatsoever which may now, or at any time, arise from or in connection with the collection, use, and distribution of the Recordings and said photographs, videos, negatives, transparencies, digital files, previews, and proofs, including any and all claims for libel and invasion of privacy.

I hereby affirm that I am over the age of majority and, as the Model's Legal Guardian, have the right to contract in the Model's name. I have read this Model Release prior to its execution, and I fully understand the contents herein. I acknowledge that I understand the above-stated purposes for which [INSERT DIVISION NAME] is collecting, using, and distributing the Model's personal information described herein (i.e. the Recordings) and that, by signing this Model Release, I consent to the [INSERT DIVISION NAME]'s collection, use, and distribution of the Model's personal information for those purposes.

Name of Minor Model

Date

Name of Guardian

Signature of Guardian

Name of Witness

Signature of Witness

Guardian Phone Number

Guardian Email Address

Guardian Mailing Address

STANDARD LOCATION RELEASE

SERIES / PROGRAM TITLE: _____

PRODUCTION DATE: _____

For sufficient and valuable consideration, permission is hereby granted by the undersigned to the [insert name of Division] Division of Family Practice (the "Division") to use the property located at

consisting of _____

(the "Property") for the purpose of photographing and recording scenes for the above program produced by the Division and to depict the Property in such scenes and photographs.

The permission herein granted includes the right for the Division to bring personnel and equipment onto the Property and to remove them after completion of the work. The permission herein granted also includes the right, but not the obligation, to photograph the actual name connected with the Property and to use such name in the program, as well as the right to use in the program any name whatsoever in association with the Property.

The undersigned hereby gives the Division and its authorized representatives, contractors, employees, agents, licensees, successors, and assigns (collectively, the "Representatives") the absolute right and permission to collect or record, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose and through any means without limitation, any photographs or scenes depicting the Property in whole or in part, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied. The undersigned acknowledges that the Division has copyright in such photographs and scenes depicting the Property and that they will remain the exclusive property of the Division.

The undersigned hereby warrants and represents that the undersigned is the owner of the Property and has the full legal capacity, right and authority to enter into this agreement concerning the Property. The undersigned hereby agrees to indemnify and hold harmless the Division and each of its Representatives from and against any and all loss, liability, costs, damages or claims of any nature arising from the Division's presence on, or use of, the Property to the extent caused by the negligent acts or omissions or willful misconduct of the undersigned or its Representatives. The undersigned hereby further releases and discharges the Division from any and all loss, liability, costs, damages or claims of any nature arising from the Division's depiction of the Property, in whole or in part and in any form or by any name whatsoever, in scenes and photographs for the above program or in connection with the Division's collection, recording, use, exhibition, display, printing, reproduction, televising, broadcasting and distribution of such scenes and photographs.

By: [insert name of property owner]

Signature of Authorized Property Representative

Date: _____