

Recognize Violence. Report it.

UNSAFE WORKPLACES HURT PATIENTS TOO

Document Incidents of Violence with Photos and Video

Photographs and videos can be useful tools to collect evidence of workplace violence. If our members are involved, we need to obtain permission to use their image in various venues.

Attached is a photo permission form you need to use to obtain that permission. It provides authorization to ONA to use the photo or video images in a variety of ways.

If our members expressly wish not to be identified or have their employer identified, we can mask such information in a variety of ways to protect their privacy. Make sure you ask the member if they wish to have their identities protected.



ONTARIO NURSES' ASSOCIATION

RELEASE AND CONSENT

I, _____
First Name (please print), Middle Initial and Last Name

of _____
Street Address City Province

Postal Code Telephone

In consideration of the opportunity afforded to me to participate in an Ontario Nurses' Association video and/or publication, the legal sufficiency of which is hereby acknowledged, I hereby irrevocably grant to the Ontario Nurses' Association (ONA), its successors, assignees, licensees and designees the following rights (the Rights):

- (a) the unlimited right to use and re-use the recordings of my image, likeness, poses, acts, words, voice and name ("the Recordings") in any media, including without limitation, print media, film, internet, television, DVD, video disk, and CD-ROM (whether or not interactive);
- (b) the unfettered right to photograph, film, record and reproduce the Recordings, in whole or in part, by any means now known or hereafter devised, including the right to edit, modify, add to, juxtapose and combine the Recordings in any combination or sequence with or without other material prepared by others and the right to delete any part of the Recordings;
- (c) the right to sell, exhibit, transmit, manufacture, telecast, broadcast, distribute and otherwise publish and/or commercially-exploit all or any part of the Recordings in any and all manner, media, formats, and markets now known or hereafter devised, and to license others to do any of the foregoing.

I hereby irrevocably waive and relinquish any moral, authors, personality or analogous rights to which I may be entitled, now or in the future, to ONA, and I irrevocably release ONA, its representatives, agents, employees, successors, assignees and licensees or any of them (the Releasees) from any and all claims and demands for any matter related directly or indirectly to the use of the Recordings and/or the grant or use of the Rights, including without limitation, for invasion of privacy, trespass, right of publicity, defamation, libel and any other personal and/or property rights, and I hereby waive the right to seek injunctive or other equitable relief against the Releasees for any such matter.

I hereby waive any right of inspection or approval of the Recording or the uses to which such Recording may be put.

Without limiting the generality of the foregoing, I understand that the Recordings may be used in one of the following ways, among others:

- (a) they may be shown to the general public by ONA and any of its successors, assignees, licensees and designees;
- (b) they may appear on ONA's website and other publications, and the website and publications of any of ONA's successors, assignees, licensees and designees;
- (c) they may appear at ONA events and the events of any of ONA's successors, assignees, licensees and designees; and
- (d) they may appear in materials supporting specific issues being promoted by ONA and any of its successors, assignees, licensees and designees.

I acknowledge that ONA is not required to use any portion of the Recordings.

I represent that I am entitled, without any third party approvals, to grant the Rights as set out herein and that such Rights are free of any third party claims or interests.

This consent and release is given voluntarily, in perpetuity for worldwide use, and shall be binding upon me, my heirs, executors, administrators, successors and assigns.

This agreement shall be governed by the laws of Ontario, Canada.

I certify that I am eighteen (18) years of age or older and that I have read, understood and agreed to the foregoing.

I acknowledge and agree to the foregoing.

(signature) _____ Date _____

SIGNED AND DELIVERED AT TORONTO, ONTARIO, CANADA

In the presence of: _____

Witness signature _____

Witness name (please print) _____