

CONSENT TO FILM POST-MORTEM

I understand that _____ ("Producer"), would like permission to depict or portray the post-mortem examination ("Examination") of _____ ("Deceased") who was my _____ in connection with the production of a non-fiction documentary style television program presently titled "Medical Examiner" ("Program") produced by Producer which may be distributed in the United States and throughout the world.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the consent of the Miami-Dade County Medical Examiner's Department ("MDME"), I hereby grant to Producer the irrevocable, non-exclusive right to record and photograph the Examination including, without limitation the activities occurring during and in connection with the Examination and the related materials (e.g. photographs, reports and other documents), and the right to use such recording in the development, production, distribution and other exploitation of the Program and the advertising, promoting, and publicizing thereof, throughout the universe, in perpetuity, in any and all languages, formats and media, now known and later devised but in no event as an endorsement of any product, service, or cause. The term "Producer" shall include Producer, its parents, subsidiaries and affiliates and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. Producer and I understand and acknowledge that even with my consent as set forth above, the MDME has the right to prohibit the recording and photographing by Producer during the Examination as MDME deems proper and that my consent in no way binds MDME.

I hereby represent and warrant that I am a legally authorized person with priority over the Deceased pursuant to Fla. Stat. 497.005, and that I have the full power and authority to execute this agreement and to grant the rights herein, and that no other consents or authorizations not already contained herein or payments are necessary to permit the full use by Producer of the rights granted herein. I agree to release Producer and MDME from all claims and liability of any kind, arising out of or related to, the exercise of any of the rights granted to Producer above, including, without limitation, for any violation of any rights of privacy, publicity, defamation, intentional or negligent infliction of emotional distress, or any other personal or property right. In no event shall I have any right to seek or obtain injunctive or other equitable relief with respect to MDME, Producer, the Program or any other production, or the production, distribution, exhibition or other exploitation thereof, or the advertising, promoting or publicizing therefor.

This is the complete and binding agreement between us, superseding all prior understandings and communications with respect to the subject matter hereof. This agreement cannot be terminated, rescinded or amended hereafter, except by a written agreement, signed by all parties, and it shall be exclusively governed by and construed in accordance with the laws of the State of Florida (without reference to conflict of law principals) applicable to agreements entered into and wholly performed therein.

I warrant to Producer that I am at least 18 years of age (or, if not, that my parent or legal guardian has agreed to the foregoing and signed below) and that I have the full, complete and unrestricted right and authority to enter into this agreement. I understand that Producer will proceed in reliance hereon; however, nothing contained herein shall be deemed to obligate Producer to exercise any of the rights herein granted to it.

Very truly yours,

Name: _____
Address: _____

Date: _____