

UNIVERSITY RELATED STUDENT FILM/MEDIA PROJECTS

Films tell stories, and life is shaped by the narratives we craft and share. At Pepperdine, we recognize the tremendous power of film as a storytelling medium, and we celebrate our students' creativity and artistic endeavors in this arena. Through class projects, REEL Stories, and student organizational filming, we are consistently inspired by their vision and talent. We developed the student filming project checklist (below) to assist our students in planning their University-related filming projects and to help them navigate receiving the necessary approvals to successfully tell their stories. The goal is two-fold: to aid students in mitigating potential risks, and to facilitate a smooth production process characterized by good communication with community stakeholders. The planning process is designed to place the student in the director's seat and the advisor in the role of Executive Producer.¹

The University developed the following sequence of steps to assist advisors in guiding student filming projects from inception to completion.² The steps have been simplified but still represent the essential considerations for any filming project, whether pursued in academia or professionally: cast and crew, script finalization, safety considerations, legal requirements, insurance and risk management, and location reservations. Steps 1, 2, & 6 are required for all filming projects. Steps 3-5 may be necessary depending upon the film's scope and types of participants. The filming project checklist follows this sequence and highlights important considerations at each step.



If, after reading through this information, students have questions about the planning process, they are encouraged to contact their faculty or student organization advisors.

STUDENT FILMING PROJECT CHECKLIST

Attention Student Directors: *This checklist has been created to guide you in the planning process and to highlight some important considerations for discussion with your faculty or student organization advisor. While you do not need to submit this checklist to any department, we expect you to take the planning process seriously to avoid delays and complications during the filming project.*

¹ Please note that this document is designed to facilitate discussions between students and advisors and need not be submitted to any department.

² Student Journalistic activities are excluded from this approval policy and defined as the set of activities associated with collecting, reporting, and/or distributing news or other current information for the Graphic, TV26, or other student journalistic media.

1) INITIAL AND ON-GOING PLANNING FOR FILMING

#	YES	NO	ITEM
a)			<p>Has a project advisor (typically a professor for academic projects or organization advisor) been identified, and have you reviewed the planning process with him/her?</p> <p>Be prepared to discuss:</p> <ul style="list-style-type: none"> • Is there a script/plan/project outline for filming? • Is there a list of the cast and crew? • Do the cast and crew only include current Pepperdine students, faculty, and/or staff? <i>If not, see section 4, Legal/Risk Management Issues, for additional requirements that apply.</i> • Have all props/costumes/vehicles needed for the filming been identified? • Has video equipment been acquired or reserved?

Once 1a can be answered as “Yes,” with all factors considered, proceed to step 2, Script Approval.

2) PROJECT/SCRIPT APPROVAL

For academic projects, the project/script must be approved by your professor *before* the filming permit will be issued. For student organization or student competition projects (e.g., REEL Stories), the project/script will be reviewed by Student Affairs *before* the final permit is issued.

#	YES	NO	ITEM
a)			<p>Has the project been approved? Consider the following when approving projects:</p> <ul style="list-style-type: none"> • Does the project/script comply with the policies in the applicable school’s Student Handbook and/or Catalog, particularly the Code of Academic Integrity, Code of Conduct, and Code of Ethics? • Does the project/script matter comply with all applicable class requirements or student organization/competition rules?

Once 2a can be answered as “Yes,” proceed to step 3, Addressing Life Safety Concerns.

3) Addressing Life Safety Concerns

#	YES	NO	ITEM
a)			Will fire be used including, but not limited to, candles, cigarettes, and/or spark-producing items?
b)			Are there any action scenes involving fighting, yelling, crowds, cheering, or anything else which might draw attention from bystanders/passersby?
c)			Will any prop/replica/fake weapons be used? This includes guns, water guns, knives, martial arts weapons, etc. Please note, per University policy no real weapons may be brought onto campus.
d)			Will filming cause increased traffic congestion, necessitate blocked roadways, or require additional parking for cast, crew, and any filming support vehicles?
e)			Will filming use any electrical devices such as generators, large lights, heaters, and/or fog machines?

If you answer “Yes” to any of these questions, you will need written approval from a Public Safety Administrator. Please contact Public Safety by sending an e-mail with the subject line “DPS Review Required – Student Filming” to dawn.emrich@pepperdine.edu, rob.mckelvy@pepperdine.edu, and eric.barnes@pepperdine.edu and allow up to

one week for review/approval. Please Note: DPS and/or the local Fire Department may require a fee if they deem it necessary to post an officer or fire marshal on-scene.

If all questions have been answered “No,” please proceed to step 4, Legal/Risk Management Issues.

4) Legal/Risk Management Issues

#	Internal	External	ITEM
a)			<p>Is the film intended for internal or external use? Note that external use includes, but is not limited to submission to non-University sponsored film festivals or contests and broadcasting the film in any media (e.g., television, film, or on the internet).</p> <p><i>If the film will be posted publically or used externally, the General Counsel’s office must approve all uses of Pepperdine’s trademarks in the film, including, but not limited to, any reference to or display of “Pepperdine,” “Pepperdine Waves,” “Villa Graziadio,” or any University word mark or logo in the film. For example, permission must be granted to use shots or footage of Pepperdine University signs, individuals wearing Pepperdine University sweatshirts, etc.</i></p>

If you answer “Yes” to 4a, you will need approval from the Office of the General Counsel. Please contact nancy.chase@pepperdine.edu and allow up to one week for review/approval.

#	YES	NO	ITEM
b)			<p>Have all film participants completed a <i>Liability Waiver and Name and Likeness Release</i>?</p> <ul style="list-style-type: none"> Professors may have students sign one release which covers all of their works for the duration of the semester. Any individuals who are not receiving academic credit for creating or participating in the film must complete the release. Any forms for minors appearing in the project must be signed by their parent/guardian, who also must be present during filming. All bystanders who are in the backgrounds of film shots must also complete the release.

A sample *Liability Wavier and Name and Likeness Release*, customizable for an academic class or a specific project, is available in Appendix A. Signed documents should be maintained by the professor/staff advisor and be available for review.

#	YES	NO	ITEM
c)			<p>Does filming involve any unique hazards? Unique hazards may include but are not limited to:</p> <ul style="list-style-type: none"> Will any sets be constructed using power tools (drills, screwdrivers, saws, etc.)? <i>If the advisor has trained the students (or is confident they know how to use the necessary power tools safely) and will supervise the set construction, this does NOT qualify as a unique risk.</i> Will filming use any water locations, such as a pool or the ocean? <i>If so, a lifeguard and other mitigating steps may be necessary to ensure filming participants safety.</i> Is extra electrical equipment being used/rented for the filming?

			<i>This could include lights, generators, or other devices. This equipment may require additional insurance and other mitigating steps to ensure its proper use.</i>
d)			Does filming involve the participation of any non-Pepperdine current student, faculty, or staff?
e)			Does filming involve the participation of any minors?
f)			Is the student or advisor aware of any additional insurance issues to address? <i>Academic projects are generally covered by the University's insurance (a deductible applies, which the relevant department may be asked to fulfill if the process outlined in this checklist is not followed). However, if additional outside equipment or props are brought onto campus or rented, additional insurance may be required.</i>

If you answer "Yes" to any of these questions (c-f), you will need approval from the Office of Insurance & Risk. Please contact jonathan.weber@pepperdine.edu and allow up to one week for review/approval.

5) Logistics – Where will filming take place?

Filming is not permitted in the sacred spaces of the Hero's Garden or within the Stauffer Chapel (except for weddings).

#	YES	NO	ITEM
a)			Will filming take place outside of class studio space or the student's dorm room?
b)			Will filming occur on Pepperdine's Malibu campus, either outdoors or inside buildings? <ul style="list-style-type: none"> <i>It is strongly recommended that interior spaces be reserved through Special Programs to avoid any potential conflicts.</i>
c)			Does the project involve more than five total participants? <ul style="list-style-type: none"> It is recommended, but not required, that projects of five or fewer participants reserve filming locations. If space conflicts arise, priority will be given to the group who reserved the space.
d)			If filming off-campus, work with your advisor to address the relevant permitting/insurance/issues.

If you answer "Yes" to questions a, b, and c, please contact Leslie Ryan and Maureen Manning in Special Programs at leslie.ryan@pepperdine.edu and maureen.manning@pepperdine.edu, to schedule the filming and reserve the space. Reservations are necessary to ensure there are not conflicts with multiple groups trying to use the space at the same time.

6) Film Permitting and Approval

#	YES	NO	ITEM
a)			Have all appropriate steps above been completed?

If "Yes," you are ready to go! Before you begin filming, your faculty/staff advisor (Executive Producer) must give you a filming permit, found in Appendix B. For projects of five or more participants an e-copy should be sent to Public Safety with the subject line "Approved Student Filming" to dispatch@pepperdine.edu. It is important that you have a copy of the permit available at all times during filming to show to Public Safety or other University officials if requested.

APPENDIX A – Liability Wavier and Name and Likeness Release

FILM PROJECT NAME

ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNITY, AND TERMS OF PARTICIPATION AGREEMENT

In consideration of my participation as an actor, dancer, or other crew member in the film tentatively titled [REDACTED] (“Film”), I, for myself, my heirs, personal representatives or assigns, agree as follows:

ASSUMPTION OF RISK: I acknowledge and understand that being an actor, dancer, or other crew member on the Film requires physical activity, and that certain significant risks are inherent in participating in such activity. These risks include, but are not limited to: 1) minor injuries such as scratches, cuts, bruises, blisters, pulled or torn muscles, fatigue, dehydration, and sunburn to 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones and fractures, heart attacks, concussions, and emotional distress to 3) catastrophic injuries including disfigurement, paralysis, and even death. **Nonetheless, I acknowledge that my participation in the Film is voluntary and that I assume all risks, whether known or unknown.**

WAIVER OF LIABILITY: I release, waive, discharge, and promise not to sue, Pepperdine University, its Board of Regents, directors, officers, employees, students, agents, contractors or volunteers and all of their affiliates (collectively the “University”) from all liability to me that may be caused by any act, failure to act or negligence by the University, myself, or any third party, the condition of the premises or of any equipment used, travel to or from filming or rehearsal sites or travel otherwise related to the Film, from the unavailability or inadequacy of emergency medical care, or post production uses of the Film, including, but not limited to the use of my name, image or likeness in the Film as further described below in the Name and Likeness provision of this Agreement. I understand that I am waiving my rights to recover all damages from the University for any physical or mental injury (including death), social and economic loss, and damage to or loss of property, relating to or arising out of my participation in the Film.

INDEMNIFY AND HOLD HARMLESS: I agree to defend, indemnify and hold the University harmless from any and all claims, actions, suits, judgments, costs, expenses, damages and liabilities, including attorney’s fees, which in any way relate to or arise from my participation in the Film, and not to assert any action against the University in connection with the University’s exploitation of the rights I grant to it in this document. If the University incurs any of these types of expenses, I agree to reimburse the University.

MEDICAL CONSENT: I have read this agreement and understand that there are risks associated with my participation in the Film. If my participation in the Film will require any physical exertion, I understand that I should obtain a physical examination and permission from my physician prior to my participation in the Film. In the event of a medical emergency, I consent to medical treatment where I am unable to

consent to such treatment. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from medical treatment.

INSURANCE: I understand that the University does not carry individual medical or accident insurance for those participating in the Film. I certify that I have adequate health and accident insurance. If my insurance coverage becomes inadequate, or if coverage terminates, I agree not to participate in the Film.

PREREQUISITE SKILLS AND TRAINING: I acknowledge that I have the requisite skills, qualifications, physical ability, and training necessary to properly and safely participate in the Film. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly and safely participate in the Film, I will ask the University staff and/or student(s) or I will not participate in the Film.

NAME AND LIKENESS: I hereby authorize and grant the University and/or student(s) the irrevocable and unrestricted right and permission to record and use my name, likeness, image, silhouette, voice, biographical material, and performance, and all instrumental, musical or other sound effects produced by me, on film, video or audio tape, soundtrack, photograph, digital, electronic or other media now known or hereafter devised, throughout the universe in perpetuity, for any purpose the University and/or student(s) deems appropriate, including, but not limited to production, post production, distribution, exhibition, or promotion, of the Film. The University and/or student(s) may edit, mix or duplicate and use or re-use the Film in its sole discretion. To the extent that I am not an owner/author/creator of the Film, I understand that I do not have any rights to the Film and I waive any opportunity and/or right to inspect or approve the Film or the use of my services, name, image, and likeness in any manner. I also acknowledge that the University owns, or has an irrevocable world-wide license that allows it to edit and create derivative works of, the Film.

STANDARDS OF CONDUCT: I acknowledge that the Film shall be suitable for family audiences. I shall perform and conduct myself in a manner, which is consistent with the standard of the University as specified below:

- i. No alcoholic beverages or non-prescribed drugs are permitted on campus. Anyone under the influence of alcohol or narcotics will be reported to the local authorities and will not be permitted to participate in the Film.
- ii. No unlawful or inappropriate conduct or language is permitted. Examples of behavior and/or language that are inconsistent with standards of the University include, but are not limited to: language that demeans and exploits women or any racial or minority groups, profanity, or sexually explicit vulgarity.
- iii. Smoking is not permitted in any University building or facility.

TERMINATION OF PARTICIPATION IN FILM: I further understand and acknowledge that my participation in the Film is a privilege, not a right. This privilege may be revoked or terminated at any time.

GENERAL TERMS: This document shall be considered the entire agreement between the parties, and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the subject matter hereof. This document may not be amended, supplemented, modified or waived except in writing signed by both parties. This document shall be governed by the laws of the State of California irrespective of its choice of law rules. Venue for any action brought hereunder shall be irrevocably and exclusively in the County of Los Angeles, California. This document will be binding upon and inure to the benefit of the undersigned and the University and their respective successors, heirs and assigns. If any provision of this document is determined to be illegal, invalid or otherwise unenforceable, then to the extent necessary to make such provision legal, valid or otherwise enforceable, such provision will be limited or severed from this document, and the remaining portions of this document agreement will survive in full force.

ACKNOWLEDGMENT OF UNDERSTANDING: I am 18 years or older. I have read this Assumption of Risk, Waiver of Liability, Indemnity, and Terms of Participation Agreement, fully understand its terms, and that I am giving up substantial rights, including my right to sue and recover damages. I acknowledge that I am signing the agreement freely and voluntarily, and intend that my signature indicates a complete and unconditional release of all liability to the greatest extent allowed by law.

Name: _____

Local Phone: ____ (____) _____ Date of Birth: _____

Emergency Contact (Name & Phone): _____

Signature: _____ Date: _____

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent or legal guardian of the above named minor. I consent to the minor participating in the Film. I have read and understand that the above agreement involves surrendering substantial legal rights of the minor and myself. I agree to be bound by all terms of the above agreement.

Signature of Minor's Parent or Guardian: _____ Date: _____

APPENDIX B –PEPPERDINE UNIVERSITY STUDENT FILMING PERMIT

1)	Project name:	
2)	Number of participants:	
3)	Student director:	
4)	Student director contact information (e-mail & cell phone):	
5)	Class/student organization associated with the filming:	
6)	Duration of filming (dates & times)	
7)	Approved filming locations:	
8)	Script approved and permit issued by (faculty member or student organization advisor):	
9)	Faculty member or student organization advisor contact information (e-mail & phone)	

APPENDIX C- INTELLECTUAL PROPERTY

Film/Media Projects Ownership Guidelines

Typically, any Film/Media project (“Project”) created by Pepperdine University (“University”) students, whether created in fulfillment of a class assignment or for non-academic purposes, and whether created on the University’s premises or elsewhere, is owned by the students who created it. However, the University may be a co-owner of the Project when it provides significant resources, such as staff, equipment, or funding. The University may be the sole owner of the Project if it is a “work-for-hire” commissioned by the University. If the Project is a work-for-hire, the rights of all parties will be established and agreed to prior to the beginning of the Project.

When the University is not a co-owner or the sole owner of the Project, any income from the distribution of a Project shall be the property of the students who created it. Students retain the right to distribute a Project for profit and to enter it into film and video festivals. All prizes belong to the students.

All students who create or participate in the creation of a Project are jointly and severally responsible for the Project. Students should ensure that the Project does not violate or infringe on any copyright, any right of privacy, or any other right of any person, and that the Project is not libelous, obscene, or otherwise contrary to law. Students should obtain any necessary permission for the use of any copyrighted materials included in any Project.

Each student who creates or participates in the creation of a Project agrees to indemnify, defend and hold harmless the University, its governing board, regents, attorneys, officers, faculty, staff, employees, agents, contractors, and volunteers, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, judgments, court costs, attorneys’ fees, and any settlement paid, which may arise out of, or relate to, the preparation, creation or production of the Project, including, but not limited to, any material in such Project that infringes or violates any copyright, right of privacy, or any other right of any person, or is libelous, obscene, or contrary to law.

The University reserves a non-exclusive, irrevocable, royalty-free, world-wide, perpetual license to use all Projects created by students for a class assignment, filmed on campus, or that utilizes significant University resources, in any medium known or later devised, provided that the use is in furtherance of the University’s educational mission. Permissible uses of student Projects include, but are not limited to, educational, promotion, publicity and fundraising efforts by the University through reproduction, the Internet, the making of derivative works, public screenings, public display, and distribution of compilation videotapes, DVDs, and digital media files. If so requested by the University, the student owner(s) of a Project shall credit the University, or a University donor, in a manner satisfactory to the University or donor. Students may not enter into any other exclusive agreement that conflicts with this Policy.