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What to do when they refuse to sign a release

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What to do when they refuse to sign a release

What should you do when someone refuses to sign a release? A refused release closes a shortcut without closing the book. The remaining options: narrow the passage to what your documentation supports, attribute claims to their sources, reduce identifiability, strengthen the evidence file, or proceed with a priced, disclosed risk your publisher accepts. What changes is the margin for error, so the surviving passage has to stand on evidence.

The email came back, and the answer is no. Maybe it was one polite line. Maybe it arrived through a lawyer with adjectives attached. Either way, the chapter is load-bearing, the delivery date has not moved, and your publisher is waiting to hear your plan.

Before you touch the manuscript, get the size of the event right. A release was a shortcut: one signature swapping a stack of legal questions for a piece of paper. The signature is not coming. The questions are still answerable. What shrank is your margin for error, and this page is about spending the margin you still have.

release. A release is a contract. The subject consents to being portrayed, gives up the legal claims the document lists, and receives something in exchange. It covers only what it names, so the scope language is the whole document.

A release, in other words, was insurance on top of a legal position, and the position exists whether or not anyone signs. The full map of that position is on the main guide, **What You Can and Can't Say**. What follows is the release-shaped corner of it.

Do you legally need a release to write about someone?

No. American law does not condition writing about a real person on that person's consent. The risk lives in what you publish: a false factual claim about an identifiable living person, a private fact publicized without legitimate public concern in states that recognize that tort, or material gathered in ways the law treats as intrusion.

So why did anyone ask for a signature? Because publishers buy certainty wherever it is for sale, and I did the buying for years as a publishing company's general counsel. A signed release converts a legal analysis, strong but still expensive to defend, into a filed document that rarely needs defending. The request that read as bureaucracy was the house pricing one specific person's likelihood of complaining.

Who gets asked, and why one manuscript can need three releases and zero name changes, follows a factor list I unpacked in **Why you can write about some people and not others**.

What did the refusal actually change?

Two things changed, and the legal standard on your passage is neither of them. The shortcut closed, and the subject started paying attention.

Every rule that governed the passage before you asked still governs it: the fault standards, the privacy analysis, the identification question. What the refusal removed is slack. A released passage can afford a loose edge; its claims were signed away in advance. An unreleased passage is carried by evidence, and **evidence has no patience for a sentence that says even a little more than the file supports.**

HOW A PUBLISHER READS THIS

A refusal recorded in the file is information, and houses treat it that way: the subject is watching, so the passage has to be documented, proportionate, and clean. What a house cannot underwrite is a surprise. An author who reports the refusal with a revision plan keeps the house's trust and usually keeps the passage's substance. An author whose refusal surfaces later, in a demand letter the house never saw coming, has converted a manageable risk into a credibility problem. The pricing machinery the refusal feeds is the subject of How publishers decide whether your book is safe to publish.

What are your options when the answer is no?

Five options, and they are not priced alike. Ranked by how much of the passage survives: narrow and attribute, de-identify, strengthen the file and proceed, cut, or escalate for a priced decision your publisher accepts in writing.

Option after refusal	What survives in the text	Residual risk	What the publisher needs from you
Narrow and attribute	The documented core, with contested claims tied to named sources and records	Lower, where every surviving claim matches the file; repeating a source’s false accusation can still carry its own liability	The revised passage and the evidence list, side by side
De-identify	The scene and its meaning, with the identifying constellation changed	Turns on whether the subject’s own circle would still recognize them	The identifier audit: what changed, and what a knowing reader could still see
Strengthen the file and proceed	Everything, as written	The claim risk the passage already carried, now with an alerted subject	The documentation, organized, plus your written account of the request and the refusal

Option after refusal	What survives in the text	Residual risk	What the publisher needs from you
Cut the passage	Nothing on this subject	The lowest on this page	A note confirming the cut and where the material touched other chapters
Escalate for a priced decision	Whatever counsel and the house agree to carry	Known, disclosed, and accepted in writing	Time for a clearance read, and candor about the refusal

Each cell states a tendency rather than a promise, and the rows combine: most passages that survived a refusal in my review years used the first two rows together. Which mix fits turns on who the person is, what the passage claims, and the law of the states in play.

Renaming, the option authors reach for first and trust most, is the weakest form of de-identification: the subject's own circle, where claims actually come from, reads straight past a new name. What identifiability turns on, and when it cannot be reduced at all, is the subject of **Does changing the name actually protect you?**

How do you make the passage stand on evidence?

Match every factual claim to its proof, and change every sentence that claims more than the proof shows.

The reason evidence carries unreleased passages sits in the fault rules. Under *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964), a public official suing over a defamatory falsehood about official conduct must prove actual malice, knowledge of falsity or reckless disregard of the truth, a standard later extended to public figures. For private individuals, *Gertz v. Robert Welch, Inc.*, 418 U.S. 323 (1974), lets each state define its own fault standard so long as it does not impose liability without fault, and negligence is the common choice. Read both as a working writer and they converge on one sentence: **how carefully you worked is legally relevant, and the file is what careful looks like from the outside.**

So build the match. List every factual claim the passage makes about the person, one line each, and beside it the proof: source, date, form, where it lives. Each claim lands in one of three bins. Proven as written. Provable if narrowed. Not provable by you. The first stands, the second gets rewritten down to its record, and the third gets attributed to a source who can carry it, or it goes.

> **attribution.** Attribution presents a claim as sourced rather than as your own assertion: the audit report concluded, three employees told me, she testified. It narrows what your sentence asserts to something your records can prove, that this source said this thing, on this date.

Use attribution as a precision tool rather than a shield. The Texas Supreme Court has described it as well settled that one is liable for republishing the defamatory statement of another, softened by the constitutional fault requirements and a family of privileges and defenses. *Neely v. Wilson*, 418 S.W.3d 52 (Tex. 2013). A sourced accusation still needs a source worth standing on. What attribution buys is exactness: the sentence now asserts that the report said the thing, rather than the thing.

WHAT THIS MEANS FOR YOUR MANUSCRIPT

Open the refused chapter this week and underline every factual claim about the subject. Build the two-column match, claim and proof, before you revise a word; the match tells you which sentences stand, which narrow, and which get handed to a source. Then revise against the file rather than against your fear. Doing it before delivery is the difference between presenting a plan and presenting a problem, because your warranties attach when you hand the manuscript in. The cheap window is now.

"A release is a shortcut, and shortcuts close. The passages that survived refusals in my review years were the ones that stopped arguing and started citing: what the documents show, said plainly, at the length the evidence could carry."

Guy Muller, former general counsel of a US publishing company with global reach

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WHAT COURTS HAVE SAID

Neutral background on the decisions doing work on this page.

New York Times Co. v. Sullivan, 376 U.S. 254 (1964). A public official suing over a defamatory falsehood about official conduct must prove actual malice: knowledge that the statement was false, or reckless disregard of whether it was false. The constitutional floor, national.

Gertz v. Robert Welch, Inc., 418 U.S. 323 (1974). States define their own fault standard for private-figure plaintiffs so long as they do not impose liability without fault, and public officials and public figures recover only on clear and convincing proof of actual malice. Where your subject lives starts to matter.

Neely v. Wilson, 418 S.W.3d 52 (Tex. 2013). Texas's formulation for media defendants: private figures prove negligence, public officials and public figures prove actual malice, and republishing another's defamatory statement is itself actionable, subject to those fault rules and to privileges.

Near v. Minnesota, 283 U.S. 697 (1931). Striking down a state statute that let officials suppress a newspaper as a nuisance, the Supreme Court described preventing previous restraints as the chief purpose of the press guaranty, with exceptions confined to exceptional cases. Publication can still be answered for afterward.

Does asking and being refused make things worse?

No. A release request is not an admission that the passage needed one, and in my own review years no flag ever turned on the fact that an author had asked and been told no. The passage is judged on what it says and what supports it, as if the email had never been sent.

Where authors hurt themselves is after the no. Three habits, starting today. Keep your account of the exchange factual, written, and dated. Stop re-approaching; a second plea reads as pressure and adds nothing your file can use. And write nothing to the subject you would mind hearing read back later: no apologies, no promises about revisions, no previews. Further contact goes through counsel.

If you're holding a refusal and a load-bearing chapter and you can't tell which of the five options fits, that's the conversation I have most often. Happy to have it with you.

Book a free clearance consultation

What should you do in the week after the refusal?

Five steps, in order. The first four are yours alone, and the fifth protects the passage.

1. **Log the exchange.** The same day. What you asked, what they answered, dates, channel, exact words, stored with the manuscript. No commentary, because the

log may one day be read by people you have not met.

2. **Re-scope the passage to documented claims.** The claim-and-proof match above, applied line by line, every unsupported sentence narrowed, attributed, or cut.
3. **Run the circle test on identifiers.** List what the subject's five closest readers would still recognize, then change or generalize until the list empties, or accept on paper that it will not, and plan on evidence instead.
4. **Assemble the evidence file as a handable object.** One folder, one index: each claim, its source, its date, where it lives. Built to hand to an editor or a lawyer without a walkthrough.
5. **Tell your publisher, with the plan attached.** The revised passage, the evidence index, and a one-paragraph factual account of the request and the refusal. The report converts the refusal from a landmine into a line item.

In a memoir project, this file joins the review letter and the insurance conversation in the package that makes the book acquirable; that machinery is in **Why memoir is the riskiest category in publishing, and how to de-risk yours**.

Can they actually stop the book?

A threat can raise the price of your passage. What it cannot easily buy is a court order stopping the presses, and the distance between those two is where most pre-publication panic lives.

American courts start from a heavy tilt against suppressing publication in advance. Striking down a state statute that let officials shut a newspaper as a public nuisance, the Supreme Court in *Near v. Minnesota*, 283 U.S. 697 (1931), described preventing previous restraints as the chief purpose of the constitutional press guaranty and confined the exceptions to exceptional cases, wartime military information among them. The same opinion left the second door open: publish, and you can be made to answer afterward. In my experience, the subject who threatens before publication is bargaining about that second door, loudly.

A pre-publication demand letter mostly moves work to the publisher's side: counsel answers it, the passage gets re-read against its file, and the schedule holds or slips on the probability-and-cost math in **"I don't care if I get sued." Your publisher does**. Your job the day it arrives is speed. Your publisher hears it from you, immediately, with the evidence file attached.

THE TEXAS NOTE

A refusal is rarely the last legal event, and Texas shows what the aftermath looks like where a statute gives it structure. A subject who later claims the passage defamed them faces a short clock: suit within one year of accrual. Tex. Civ. Prac. & Rem. Code § 16.002(a). Before maintaining the action at all, the Defamation Mitigation Act requires a timely and sufficient request for a correction, clarification, or retraction: served on the publisher, written and signed, identifying the challenged statement with particularity and alleging its defamatory meaning. § 73.055(a), (d). Letting ninety days pass after learning of the publication without requesting one forfeits exemplary damages. § 73.055(c). And a compliant correction takes exemplary damages off the table unless the publication was made with actual malice, whether or not anyone requested it. § 73.059. So in Texas the angry letter after publication is a statutory event with deadlines running in both directions, and answering it is a lawyer's move on a clock. Texas is one state. Your book distributes into every state at once, the states that matter are where your subjects would sue, and everything above is Texas law rather than a national rule.

QUESTIONS TO ASK BEFORE YOU TURN IT IN

- Is the request-and-refusal log written, dated, and stored with the manuscript?
- For each factual claim, can you point to its proof in one motion: source, date, form, location?

- Which sentences say more than the file supports, and has each one been narrowed, attributed, or cut?
- If you de-identified, would the subject's five closest readers still recognize them?
- Does your publisher know about the refusal from you, with a plan attached, rather than from a letter that arrives later?
- If the person who refused threatened to sue tomorrow, is there anything in your own emails to them you would regret?

The Manuscript Risk Checklist. Twelve questions to answer about your manuscript before you turn it in, drawn from the review standards I wrote for a publishing house. Direct, printable, and built to be worked through with your draft open.

Run the Risk Scorecard

If the refusal has already happened, or you'd rather know before you ask. I run flat-fee manuscript clearance reviews: a passage-level read of your draft, the exposure each flag actually carries, and the smallest fix that keeps your point intact, including a plan for every passage where a release isn't coming. Quoted up front, based on length, no hourly meter.

See Manuscript Clearance pricing

Common questions

Do I legally need a release to write about someone?

No. A release has never been the legal precondition for writing about a real person. Claims turn on what you publish: false factual statements about an identifiable living person, private facts publicized without legitimate public concern in states that recognize that tort, or material gathered improperly. A release is risk transfer. It settles in advance the claims it names, which is why publishers like them and why losing one is a setback rather than a verdict.

Does asking and being refused make things worse?

Legally, no. The claims a subject could bring are judged on what you published and the care behind it; asking first appears nowhere in those elements. Practically, the subject is now alert, so get the documentation in order, make sure your publisher hears about the refusal from you, and route further contact through counsel.

What should a release cover when someone will sign?

Scope is the document: which claims are released, defamation, the privacy torts, publicity where relevant; which material it covers, the manuscript, later editions, promotion; and what the subject receives in exchange. Read for approval rights, because trading a signature for content approval can cost more than it buys. And match the paper to the book's actual life: a release drafted for one use can leave later uses uncovered.

Can my publisher require releases I can't get?

Yes. A publishing agreement can condition acceptance on deliverables, and some houses ask for releases on specific passages. When the release is unobtainable, the working response is the one this page describes: bring the house the narrowed passage, the evidence file, and the refusal log, and ask what residual risk it can carry. In my experience, a demand for a release is often a demand for comfort, and comfort has more than one source.

What happens if the person threatens to sue before publication?

The threat gets priced rather than obeyed. Courts start from a strong constitutional tradition against restraining publication in advance, so the action moves to the publisher's side: counsel answers the letter, the passage gets re-checked against its documentation, and the schedule holds or slips on cost. Send the threat to your publisher, and to your lawyer if you have one, the day it arrives. A threat you sat on is the surprise houses handle worst.

By Guy Muller, former General Counsel of Greenleaf Book Group

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Related guides

PART 5

Why can you write about some people and not others?

Publishers clear the senator and flag the neighbor because the law sorts people first. Six factors decide how freely you can write about a person.

PART 2

Does changing the name actually protect you?

Changing a name removes the label and leaves the person. Identifiability is the legal test, and this is what real de-identification takes.

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