

Waiver and Release

This Waiver & Release (“Waiver and Release”), is entered into as of the Effective Date (as defined herein), by and between John Jubilee Transformations LLC, d/b/a Energized Health, a Tennessee limited liability company having a principal address at 2685 Hampshire Pike, Columbia, TN 38401-7160, U.S.A. (“Company”), and (“Client”) of Energized Health. Client desires to authorize and permit Company to use the Client’s “Likeness” (as defined herein) and “Recordings” (as defined herein). Unless provided for herein, this “Waiver and Release” incorporates all definitions, terms, and conditions and “Client” and “Company” agree as follows:

- I. Grant. Client hereby irrevocably grants, authorizes, and licenses (the “Grant”) to Company, as well as Company’s licensees, contractors, agents, and advertising, promotion, and fulfillment agencies and distributors, the right to display, perform, reproduce, transmit, broadcast, record, photograph, digitize, modify, alter, edit, adapt, create derivative works from, distribute, license, exploit, use for commercial, advertising, or fundraising purposes, and otherwise use the Client’s name, image, likeness, recordings (video *and* audio), appearance, voice, professional and biographical information, and other personal characteristics (the “Likeness”), and all materials created by or on behalf of Company that incorporate any of the foregoing, including but not limited to the video, audio, sound, voice, images, photographs, and other recorded features (the “Recordings”), to advertise, market, or otherwise promote the Company, Energized Health 88 Day Cellular Transformation Experience™, and the Company’s business and services. The Recordings and Likeness shall collectively be referred to as the “Content.” The Grant shall endure in any medium or format whatsoever now existing or hereafter created, including (without limitation) print publications, television, radio, podcasts, satellite, broadcasts, displays, advertising, marketing, promotional materials, press releases, applications, the internet, or other mediums of analog or digital transmission.
- II. Reservation of Rights. Company shall be the exclusive owner of all right, title, and interest in and to the Content, including the intellectual property rights, such as copyright. For the avoidance of doubt, Client hereby irrevocably transfers, assigns, and otherwise conveys to Company the Client’s entire right, title, and interest, if any, in and to the Content, and all intellectual property rights therein.
- III. Waiver of Rights. To the fullest extent permitted by applicable law, Client and Client’s heirs, executors, administrators, successors, and assigns hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including (without limitation) claims for intellectual property infringement, defamation, invasion of privacy, violation of rights of publicity, or any claim or cause of action in tort, contract, or other legal theory, now known or hereafter known in any jurisdiction throughout the world (each, a “Claim”), arising directly or indirectly from the Company’s exercise of their rights under this Agreement. Client covenants not to make or bring any such Claim against Company, and Client forever releases and discharges Company from liability under such Claims. THIS AGREEMENT PROVIDES COMPANY WITH CLIENT’S ABSOLUTE AND UNCONDITIONAL WAIVER AND RELEASE OF LIABILITY, ALLOWING COMPANY TO USE THE CONTENT AS SET OUT ABOVE. BY EXECUTING THIS AGREEMENT AND/OR ENGAGING IN THE PROGRAM, CLIENT ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT CLIENT IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE COMPANY.

IN THE WITNESS WHEREOF, Client hereby acknowledges that Client has read and understood this “Waiver and Release” and consents to the terms contained herein.

(“Client”) Name: _____ Date: _____