

Testimonial and Endorsement Release

I, the undersigned, hereby agree to the terms of this Testimonial and Endorsement Release (“Release”), in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. This Release shall be effective on the date signed.

(1) I convey to Health Fitness, and its affiliates, successors, and assigns (collectively, “Assigns”), the unrestricted permission to copyright and use, re-use, edit, mix, duplicate, publish and republish my name, likeness, image, voice, endorsement and/or testimonial (collectively, “Material”) without restriction in any and all media now or hereafter known for endorsement, including, without limitation, in connection with any advertisement or promotion of products, services and/or personnel appearing in the following forms:

- (a) Health Fitness’ internal print/online communications (which may include, without limitation, use on an intranet site, in training materials and/or promotions or used in connection with conferences); and/or
- (b) Health Fitness’ external print/online communications (which may include, without limitation, use in client newsletters, promotional brochures, flyers, print advertisements, and on or in connection with the internet, social media channels or video communications);

(2) I hereby waive any right to inspect or approve the Materials or the use to which it may be applied.

(3) I understand that the consideration described above is the full and complete consideration for my services and for the permissions and rights which I have granted in this Release. I am and shall not be entitled to receive any incentive, compensation, residual payment or other consideration.

(4) I hereby certify that my endorsement or testimonial of Health Fitness’ product(s), service(s) and/or personnel is and will be true and accurate and reflect(s) my personal experience and honest belief in the quality of the product(s), service(s) and/or personnel that I am endorsing. I am providing a testimonial and/or endorsement of my own free will and without any direct or indirect compensation for making such testimonial and/or endorsement.

(5) I understand that nothing contained herein shall obligate Health Fitness or its Assigns to make any use of the Material or rights granted herein.

(6) I hereby release, forever discharge and agree to hold harmless Assigns from any and all manner of claims, demands, actions, causes of action, liability, damages, claims for punitive, special, indirect consequential and/or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, and demands of any and every kind whatsoever, whether now or hereinafter arising out of or in any way connected and/or relating to Assigns' use of Material as described in this Release, including without limitation any claims for libel, or invasion of my rights of privacy and publicity, and claims relating to any distortion or illusory effect.

(7) I hereby certify that I am over eighteen (18) years of age and competent to contract in my own name.

(8) I have read this Release before affixing my signature, and represent, warrant and covenant that I fully understand its contents. This Release shall be binding upon me and my heirs, legal representatives and assigns.

Printed Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone #: _____

Signature: _____ Date: _____