

CONSENT AND RELEASE FORM
(product marketing)

I have or will provide to LIFEWAVE, INC. and its subsidiaries and affiliated companies, and those acting pursuant to its authority (collectively, the "Company"), my testimonial interview, video, photograph, image, likeness, and sound of my voice as recorded, digitally or otherwise (collectively, my "Image").

A. PURPOSE: The Company may use my Image for the purpose of promoting and marketing certain products to the general public through its videos, printed and electronic publications, social media, and websites for up to five (5) years from the date of original publication.

B. ACKNOWLEDGMENTS: I acknowledge that:

1. portions of my Image may be sensitive biometric data, including recordings of my visage;
2. the use of my Image may make me recognizable to those viewing the Image; and
3. the Company may export my Image to servers for processing in the United States and other countries, some of which may be outside the European Union.

C. CONSENTS: I authorize the Company:

1. to edit all or portions of my Image and publish the same without my approval or review;
2. to use, process and transfer my Image for the purposes described herein;
3. to export my Image as described herein; and
4. to copyright any published work or derivative works from my Image in the name of LIFEWAVE, INC. or any of its affiliates or subsidiaries it may choose

D. WAIVER and RELEASE: with respect to the use of my Image as described herein:

1. I waive any right or claim to royalties for any published work or derivative works in which my Image or any edited version thereof is used; and
2. I release and discharge the Company, and its successors and assigns, members, officers, employees, and agents, from any and all claims and demands arising out of or in connection with the use of my Image, including, but not limited to, any claims of defamation, right of publicity or invasion of privacy.

I hereby warrant that the use of my Image for any commercial use, or in the promotion of LifeWave® products, is not restricted and will not violate any other agreements or understandings that I have with any other third party. I agree to indemnify and hold harmless LifeWave from any loss, damages, claims, demands, expenses or penalties arising out of any infringement or breach of the rights of any person or entity due to the use of my Image.

I have read and agree to the above. I affirm that my testimonial interview, if given, is true and accurate and is based on my personal knowledge. Date testimonial given: _____

Signature: _____

Printed Name: _____

Date: _____ LifeWave ID# _____

Email address: _____ @ _____

Revised 1 April 2024