

PUBLICITY RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, effective upon the execution date of this Publicity Release, I hereby irrevocably grant to Thirty & Co, LLC and each of their respective officers, directors, agents, assistants, contractors, volunteers, staff, representatives, guests and employees (collectively, "Whole30"), the irrevocable, perpetual and unrestricted (except as expressly set forth below) right and permission, but not the obligation, throughout the universe, with or without my knowledge, to use, re-use, permit the use of, license, sub-license, distribute (through any means or methods whether now known or hereafter to become known), reproduce, upload, download, edit, dub, copy, digitize, synchronize, create derivatives, in whole or in part, publish, and re-publish, display, perform, exhibit, transmit and/or broadcast or otherwise use my appearance, photograph, signature, likenesses, actions, pictures, name, age, voice, conversation, sounds, biographical and personal data, interviews (including, but not limited to a written transcript), sound recordings, spoken word, rendering, silhouette or other reproduction by drawing, data, audio, illustration, animation, graphics, tape, film, video and/or images of me or in which I may be included, in whole or in part, in combination with or in composite, or distorted in character or form, without restriction as to changes, modifications (including blurring, distortion, or composite), or alterations (collectively, the "**Publicity Rights**"), in conjunction with my own or a fictitious name, voice, or reproductions thereof in color or otherwise, made through any medium at their studios or elsewhere, and in any and all media now or hereafter known, including, but not limited to, all formats of computer readable electronic magnetic, digital, laser or optical-based media, on websites, trailers, DVDs, Blu-Ray discs, radio, print, and all forms of television (standard and non-standard television and home video distribution), satellite, internet, online, streamed, downloaded, uploaded, and in film, video, photographs, tape or otherwise, in or in connection with Whole30 and the promotion and exploitation (in any form or media) thereof (all such media and medium in which the Publicity Rights are used shall be referred to as the "**Pictures**"), for illustration, promotion, marketing, sales, merchandising, art, editorial, advertising, trade, or any other commercial purpose whatsoever, including without limitation, publicity, promotional, media, marketing, promotion of third-party sponsors, and advertising materials for Whole30, without royalty, payment or other compensation to me. For such use of the Pictures, I understand and agree that I will not be entitled to any compensation beyond my participation in the Event. I further agree that Whole30 may edit, alter, digitize, synchronize, reproduce or otherwise change the Pictures for any such purpose. I acknowledge that I shall have no ownership, authorship or moral rights in the Pictures or any part thereof.

Further, I hereby waive all rights and release, discharge and shall neither sue nor bring any proceeding (including, without limitation, seeking any form of injunctive relief) against Whole30 and agree to indemnify, defend, and save harmless Whole30, its successors, parent, subsidiaries, affiliates, legal representatives, officers, directors, employees, staff, agents, suppliers, licensors, licensees, and assigns, and all persons acting under its permission or authority (collectively, the "**Released Parties**") from and against any and all claims, demands, actions or causes of action, liabilities, losses, costs, dues, sanctions, fees, penalties or expenses (including reasonable attorneys' fees and costs), of any kind, nature or description, which I or any of my successors or assigns may now, or at any time, have or claim to have, now known or unknown, arising out of or alleged to arise out of or related to any use of the Pictures, including, without limitation, any blurring, distortion, alteration, modification, optical illusion, or use in composite or any other form of the Publicity Rights, whether intentional or otherwise, that may occur or be produced in connection with the Pictures, or in any subsequent processing, broadcasting, distribution, exhibition, display, dissemination or other exploitation or use thereof, including without limitation any claims of libel, defamation, public disclosure, invasion of privacy, misappropriation or infringement of my name or likeness or right to publicity, false light or any similar matter, or based upon or relating to the use and exploitation of the Publicity Rights and the Pictures. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Pictures.

The rights granted to Whole30 herein include, without limitation, all rights of every nature whatsoever in connection with use of the Pictures, including without limitation all copyrights therein and renewals and extensions thereof. I acknowledge and agree that all copyrights and rights of every other kind relating or pertaining to the Pictures described above are the sole property of Whole30, and I have no claim to the copyrights in the Pictures. To the extent that any right, title and interest to the Pictures may not vest in Whole30, I hereby irrevocably assign and transfer to Whole30 all right, title, and interest therein.

This release shall inure to the benefit of, and shall be binding upon, our respective successors, licensees, assigns, heirs and personal representatives. I agree and acknowledge that Whole30 will have complete artistic and creative freedom and discretion and that Whole30 has the right, but not the obligation, to use, assign, license and sub-license the Pictures or any such related materials (in whole or in part) throughout the world, through any means or method of distribution whether now known or hereafter to become known, in perpetuity.

I agree that I may not assign my rights and obligations under this Agreement. I hereby waive any right that I may have to inspect or approve the Pictures or any other finished product or products and the copy, text, narration or other matter that may be used in connection therewith or the use to which it may be applied. All determinations made by Whole30 in this regard shall be final.

In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

This Agreement shall be governed by and construed under the laws of the State of Utah, notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in the County of Salt Lake, State of Utah. The parties will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the State of Utah. This Agreement fully, completely, and exclusively sets forth my Agreement with Whole30 on the matters set forth herein and may only be amended in a writing executed by both Whole30 and myself.

I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER UTAH LAW.

I hereby represent and warrant that I am eighteen (18) years of age or older and have the right and power to enter into this Agreement and to contract in my own name I have read the above authorization, waiver, Release, and Agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

Name: _____

Signature: _____

Date: _____