

Release to ActivArmor, LLC, for Textual and Photographic Testimonial

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged as provided herein, I hereby agree as follows:

1. On behalf of myself and my representatives, I hereby irrevocably and perpetually give and grant to ActivArmor, LLC and its affiliates, divisions, subsidiaries, employees, agents, successors, assigns and anyone authorized by them (collectively referred to as "ActivArmor") my permission to publish, reproduce, distribute, display and otherwise use my name, image, likeness, voice, professional title, biographical information, statements and endorsements, and any portion thereof (my "Likeness") worldwide in association with ActivArmor's products and services (the "Products and Services") for advertising, training, informational and other purposes including, without limitation, incorporating my Likeness into commercials, advertising, signage, displays, promotional and/or publicity materials, websites, books, annual reports, videos and any other materials ("Materials") in any and all media now existing and hereinafter created, without territorial, time, use or any other limitations, and without further compensation to or authorization from me.
2. I further irrevocably and perpetually give and grant to ActivArmor the worldwide right to reproduce, distribute, modify, perform or display any written statements, photos, videos or other material that I may submit in connection with this Testimonial Submission Form (collectively, my "Submission") in any and all media now existing and hereinafter created, without territorial, time, use or any other limitations, and without further compensation to or authorization from me, including without limitation, in connection with the marketing and advertising of the Products and Services.
3. I represent and warrant that my statements regarding the Products and Services accurately reflect my sincere opinion, findings, beliefs or experiences based on my personal use of the Products and Services. I further represent that all statements made by me are true and that I will inform ActivArmor if my opinion about ActivArmor or the Products and Services changes. I represent and warrant that my statements are made on a voluntary basis, and that I am not receiving monetary compensation for my statements or endorsement.
4. I waive, release, and discharge unconditionally ActivArmor from any liability and any claims, demands, damages, and actions I, my beneficiaries, administrators, executors or assigns may have in connection with the use of my Likeness, including for any defects blurring, alteration, or distortion in the taking or reproduction of my Likeness or in the text accompanying the same.
5. I acknowledge that ActivArmor shall own all rights, title, and interest in any Materials and agree that ActivArmor may copyright any Material containing my Likenesses. If I should receive any print, negative, or other copy thereof, I shall not authorize its use by anyone else.

6. If I further explicitly grant ActivArmor the right to associate my full name with this Submission and Likeness, then I waive any rights to privacy for any personal health information that is explicitly or implicitly indicated therein.

7. I acknowledge that it is my responsibility to notify ActivArmor, if I wish to revoke this Release. Such notice must be sent to 301 N Main St, Suite 208, Pueblo, CO 81003, or in email to dean.miller@activarmor.com. Revocation of the Release does not affect any use or action ActivArmor has made or taken in reliance on the Release prior to revocation.

8. I agree that no Material need be submitted to me for approval, and I further agree that ActivArmor may make textual and photographic changes without obtaining additional consent. I further acknowledge that ActivArmor is not obligated to use my Likeness.

9. I represent and warrant that I am the age of majority and have the legal capacity to enter into this consent and release. I further represent and warrant that this consent and release does not in any way conflict with any prior or existing commitment on my part. I have not authorized previously, nor will I authorize or permit the use of my Likeness in connection with the advertising or promotion of any product or service competitive to the Products and Services. I am authorized to grant the rights contained in this consent and release and represent and warrant that my Submission does not violate the intellectual property, privacy or publicity rights of any third party.

10. The laws of the United States of America and the State of Colorado govern all matters arising out of or relating to this consent and release without giving effect to any conflict of law principles. I irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Pueblo County, Colorado, as applicable, for any matter arising out of or relating to this consent and release.