

PUBLICITY WAIVER AND RELEASE

Highspring LLC, a Delaware limited liability company (the "**Company**"), desires to use and publicize the name, likeness, and other personal characteristics and private information of the individual named below ("**I**" or "**me**") for advertising and other similar commercial purposes. In exchange for the intangible value I will gain by participating in Company's publicity programs and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give Company my permission for such use and publicity for such purposes, according to the terms set forth below ("**Agreement**").

I irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and respective employees, officers, directors, and agents ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, my name, image, likeness, appearance, and all materials created by or on behalf of Company that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever for any reasonable commercial purpose, including but not limited to advertising, public relations, publicity, and promotion of Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me.

Company shall exclusively own all rights, including copyright, in the Materials. I agree that I have no right to review or approve Materials before Company uses them, and that Company has no liability to me for any editing or altering of the Materials (or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials). Any credit or other acknowledgment of me, if any, shall be determined by Company alone. Company has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of Company or any other person, and I hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims. I understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified in whole or in part absent a reasonable notice to Company and a meaningful opportunity for company to cure.

I represent and warrant to Company that I have full right to enter into this Agreement and grant the rights noted herein. I further represent that I will provide only true statements and other

information in connection with this Agreement, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any other person or entity.

This Agreement constitutes the sole agreement of the parties with respect to the materials and my rights therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is deemed invalid or unenforceable anywhere, that will not affect any other term or provision of this Agreement or render them unenforceable. Company may assign this Agreement to any party. This Agreement is binding on and inures to my benefit and the benefit of Company and our respective assigns. All matters arising out of or relating to this Agreement will be governed by Tennessee without giving effect to any choice or conflict of law provision. Any claim or cause of action under this agreement must be brought in Tennessee courts and I irrevocably consent to their exclusive jurisdiction.

THIS AGREEMENT PROVIDES COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING COMPANY TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE COMPANY.

Signed:

Printed Name:

Address:

Date: _____