



The Sleep NP LLC
Turner, ME 04282
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email: info@TheSleepNP.com

CLIENT TESTIMONIAL CONSENT AND RELEASE FORM

Thank you for your willingness to submit a testimonial detailing the experience you've had working with **The Sleep NP**.

This testimonial will be used only for promotional purposes on one or more of pages of **The Sleep NP** website or in various print, electronic or other advertising or informational material.

1. **Consent, Release and Waiver.** I, in my individual capacity to the extent my name or likeness is used, irrevocably grant to **The Sleep NP**, its subsidiaries, affiliates, successors and those acting with its authority (all of the foregoing parties collectively referred to as the "Company"), with respect to all elements of my testimonial including all text, names, likenesses, artwork, images, logo, trademark or trade name (collectively, my "Testimonial"); all copyrights and derivative rights in my Testimonial and a non-exclusive, perpetual right to use, publish, re-publish or reproduce my Testimonial by any means the Company sees fit for the limited promotional purpose stated above. I irrevocably waive any claim against the Company, including but not limited to disclosure of information that would otherwise be subject to health privacy laws, relating to the use of my Testimonial and promise not to bring any such claim or action in the future. I also waive any right to inspect, modify, approve or disapprove the layout, presentation or other aspect of my Testimonial after I submit it to the Company and understand that the Testimonial will be the property of the Company.

2. **Representations.** In giving my Testimonial I represent and that (i) I am the owner or an authorized representative of my person or business and that I have the power and authority to grant this consent and release, and (ii) my Testimonial or any related materials will not violate the rights of any third party or give rise to any claim that another party's rights have been or will be violated as a result of the Company's use or publication of my Testimonial. I understand and agree that I will be liable to the Company for any damage or cost (including reasonable attorney fees) it may suffer arising out of its use of my Testimonial. I also understand that the Company is not obligated to publish my Testimonial and that if it does, I will not be receiving royalties from the Company.

3. **Miscellaneous.** This Consent and Release is the entire agreement between me and the Company regarding my Testimonial, and it supersedes any previous written or oral communications, and it may not

be changed in the future without both the Company and me agreeing to the change in writing. If any part of this Consent and Release is found to be invalid, that invalidity shall not affect the remainder of this Release and Consent. This Release and Consent shall be governed by the laws of Maine, and I consent to exclusive personal jurisdiction and venue in the county of Androscoggin County.

Client Name

Client Signature

Date

Email Address