

MEDIA CONSENT FORM AND RELEASE FOR ADULT

Whereas, Brad's Power Gym, LLC (the "Company") has agreed to allow me to use a weightlifting gym (the "Facilities") located in the basement of a property located at 1465 South 1300 East, Spanish Fork, Utah 84660 (the "Premises") and weightlifting equipment belonging to the Company (the "Equipment");

Whereas, the Company has agreed to serve as my personal trainer and, in that capacity, provide Minor with instruction and guidance concerning exercise and diet, including but not limited to instruction on how to perform various lifts and other exercises (the "Services");

Wherefore, in consideration of my use of the Facilities and Equipment and/or my receipt of the Services, I expressly agree and contract as follows:

I hereby grant the Company, Brad Koyle and/or Erin Koyle, and their agents, the absolute right and permission to use photographic portraits, pictures, digital images or videotapes of me, or in which I may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any Company publication or on the Company's websites or social media pages and to do so without payment, royalty or other compensation.

I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein my likeness appears, or the use to which it may be applied.

I hereby release, discharge, and agree to indemnify and hold harmless Company, Brad Koyle and/or Erin Koyle, and their agents, from all any and all claims, demands, and causes of action that I have or may have by reason of this authorization or use of my photographic portraits, pictures, digital images or videotapes, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images or videotapes, or in processing tending towards the completion of the finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials. I also expressly agree to reimburse Company, Brad Koyle, Erin Koyle or their agents for any litigation costs (including but not limited to expert witness fees) or attorney fees that any of them reasonably incur in defending against any such claims or causes of action. The obligations imposed by this paragraphs exist even if the claims or causes of action arise, in whole or in part, from the negligence, actionable breach of legal duty, act, or omission of one or more of the Company, Brad Koyle, Erin Koyle or their agents.

If any term of this Media Consent Form and Release for Adult is to any extent deemed illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect.

Date: _____

Signature: _____

Print Name: _____