

Model Consent and Release Agreement
(the “Agreement”)

Effective as of the date of execution, I (“Model”) irrevocably and perpetually:

- Authorize, consent, and otherwise grant permission to Total Life Changes, LLC, located at 6094 Corporate Drive, Fair Haven, Michigan 48023 and its directors, officers, partners, affiliates, employees, agents, licensees, subcontractors, successors, and assigns (collectively, the “Company”) for the past use and present and future right to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, and otherwise use and/or permit others to use (a) my name, image, likeness, and/or voice, and (b) all photographs, recordings, videos, audiovisual materials, writings, statements, and quotations of me or by me and/or in any derivative work based thereon (collectively, the “Materials”) throughout the world, in any manner, form, or format, and on any platform whatsoever, now existing or hereinafter created, including, but not limited to, in print, on the Internet, the metaverse, social media, and/or other electronic or digital media, and for any purpose, including, but not limited to, advertising, marketing, publicizing, or promotion of Company, its products, programs, and/or services, without further consent from nor payment or other consideration to me;
- Understand that the Materials are the sole property of Company and I agree not to contest the rights or authority granted to Company hereunder. I hereby forever release and discharge Company from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property right or cause of action from or related to any use of the Materials. I further understand that Company is under no obligation to use the Materials;
- Represent and warrant that (a) the Materials are truthful, original to me, and that the use of the Materials does not infringe any copyright, trademark, or any other intellectual property right, does not defame any third party, and does not violate any applicable federal, state, local, or other laws or ordinances, (b) I own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Materials, including any and all copyright, trademark, name, image, likeness, and/or other proprietary rights thereof, and (c) I have the written consent, release, and/or permission of each and every identifiable person or entity in or referenced in the Materials to use such person or entity’s name, image, and/or likeness for the use(s) contemplated herein;
- Agree that if any portion of this Agreement is held invalid, the balance shall continue in full force and effect. I further agree that (a) this Agreement is governed by the laws of the State of Michigan, (b) any dispute arising out of or relating to this Agreement shall be submitted to and resolved by binding arbitration, by a single arbitrator in Oakland County, Michigan, and (c) all disputes raised by residents of the United States shall be resolved through the American Arbitration Association and all disputes raised by non-residents of the United States shall be resolved under the Rules of Arbitration of the International Chamber of Commerce, as applicable;
- ACKNOWLEDGE THAT (A) ALL OF THE ABOVE RIGHTS, CONSENTS, AND PERMISSIONS ARE GRANTED BY ME WITHOUT ANY RESTRICTION OR RESERVATION OF ANY KIND OR NATURE, AND WITHOUT ANY RIGHT BY ME TO ENJOIN OR OTHERWISE INTERFERE WITH COMPANY’S USE OF THE MATERIALS; (B) ALL OF THE RIGHTS, CONSENTS, AND PERMISSIONS GRANTED HEREIN ARE ASSIGNABLE BY COMPANY, IN ITS SOLE DISCRETION, TO ANY THIRD PARTY WITHOUT RESTRICTION OR NOTICE; (C) I HAVE READ AND UNDERSTAND THE MEANING OF THIS AGREEMENT; (D) I AM FREELY ENTERING INTO THIS AGREEMENT UNCOERCED AND OF MY OWN VOLITION AND FREE WILL; AND (E) THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN ME AND THE COMPANY CONCERNING THE SUBJECT MATTER HEREOF.