

PUBLICITY WAIVER AND RELEASE

Yoga Well LLC, a California 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, promotion, and other commercial and business purposes. I give Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("**Agreement**").

I hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**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, voice, professional and personal biographical information, and other personal characteristics and private information, 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 now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, 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 except as otherwise expressly provided in this Agreement.

Company shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Company my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company, and that Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or Company's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by Company in Company's sole discretion. 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 hereby 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 known 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 by the negligence of Company or any other person, 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.

I represent and warrant to Company that I am at least eighteen (18) years of age, and I have full right, power, and authority to enter into this Agreement and grant the rights hereunder. I further represent and warrant to Company that I will provide only true and correct 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 person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, or agreement of Company or of any other person on Company's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable

such term or provision in any other jurisdiction. Company may assign this Agreement and its rights hereunder, in whole or in part, to any party. This Agreement is binding on and inures to my benefit and the benefit of Company and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

All disputes arising out of this agreement shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If such services are not available, the dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

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.