This At-Will HEALTHCARE PRACTITIONER IMAGE AND MARKETING RELEASE AGREEMENTdoes not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided by Less Pain More Gain, LLC with respect to this Agreement is for general informational purposes only. The content of this Agreement may not constitute the most up-to-date legal or other information.

Users of this Agreement should contact their attorney to obtain advice with respect to its usage and applicability in the user’s respective jurisdiction. No user of this Agreement should act or refrain from acting on the basis of information provided by Less Pain More Gain, LLC with respect to the use of this Agreement without first seeking legal advice from counsel in the relevant jurisdiction.  Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation.  Use of this document does not create an attorney-client relationship between the user and Less Pain More Gain, LLC.

**HEALTHCARE PRACTITIONER IMAGE AND MARKETING RELEASE AGREEMENT**

This Healthcare Practitioner Image and Marketing Release Agreement ("Agreement") is made and entered into on [Date] by and between [Healthcare Practitioner's Name] ("Practitioner") and [Patient's Name] ("Patient").

WHEREAS, Practitioner has requested Patient to participate in certain marketing and educational activities, including the creation of instructional and educational videos for the TrapEAZE Technique® ("Videos"); and

WHEREAS, Practitioner wishes to use Patient's image and likeness in the Videos and in marketing materials for Practitioner's practice.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Patient hereby grants to Practitioner the non-exclusive, royalty-free right and license to use Patient's image, likeness, voice, and name in the Videos and in marketing materials related to the practice of the TrapEAZE Technique®.

Patient represents and warrants that they are at least 18 years of age, and have the right to enter into this Agreement.

Patient hereby releases Practitioner, their agents, employees, and licensees from any and all claims, demands, and causes of action that Patient may have or may hereafter have for libel, defamation, invasion of privacy, or any other cause of action arising out of or related to the use of Patient's image, likeness, voice, or name in the Videos or in marketing materials related to the practice of the TrapEAZE Technique®.

Patient acknowledges that Practitioner shall own all rights, title, and interest in and to the Videos and in marketing materials related to the practice of the TrapEAZE Technique®, including any copyrights therein.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without giving effect to its principles of conflicts of law.

This Agreement may not be amended, except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Healthcare Practitioner's Name] [Patient's Name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_