



SILVERBACK
SAFETY & TRAINING SOLUTIONS, INC.

RELEASE AND PERMISSION TO USE TESTIMONIALS AND PHOTOGRAPHS

This Release and Permission to Use Testimonials and Photographs (the "Agreement") is made and effective 08/01/2017

BETWEEN: **Silverback Safety & Training Inc.** (the "Website Owner"), a corporation organized and existing under the laws of Ohio of, with its head office located at:

2780 Tarkman Drive, Nashport Ohio 43830

AND: _____ (the "Individual"), an individual with his/her main address located at:

RECITALS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TECC PARTICIPANT, (the "Individual" hereinafter) hereby irrevocably and perpetually grants to Silverback Safety & Training Inc., (the "Website Owner" hereinafter), the unrestricted right, power and authority to reproduce, publish, print, distribute, transmit, copy, or otherwise exploit, in whole or in part, in any medium known or later discovered, including but not limited to by means of digital transmission through the Internet, all photographs and testimonials..

1. COPYRIGHTS AND USE OF TESTIMONIALS AND PHOTOGRAPHS

The Individual acknowledges and agrees that the Website Owner Inc may use and exploit the testimonials and photographs in any manner, without restriction of any kind.

The Individual hereby releases and holds the Website Owner Inc harmless from and against all claims, suits, threats, demands, liabilities, actions and causes of action, in any way related to the testimonials and photographs or the Website Owner's use and exploitation of the photographs, including but not limited to actions based upon invasion of privacy, violation of moral rights, defamation, false light, and all other potential legal theories of any nature or type, under and state, federal or local common law, statutory law, rule, regulation or court order, whether now known and available or whether later developed, discovered or created.

2. REPRESENTATIONS AND WARRANTIES

The Individual represents and warrants that he/she is over the age of majority in the state in which this Release is executed and that the Individual has full power and authority to execute this Release. No other party has any interest or right in and to the testimonials or photographs or the exploitation thereof by the Website Owner.

3. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

4. GOVERNING LAW

In interpreting the terms of this Agreement, the parties agree that the laws of Ohio shall be applicable. All suits permitted to be brought in any court shall be in Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

WEBSITE OWNER

INDIVIDUAL

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title