



# Tumulty Functional Medicine Health Coaching, LLC

*Empowering You to Thrive!*

## Testimonial Release

By signing this Testimonial Release, I (“Participant”) authorize [Tumulty Functional Medicine Health Coaching, LLC] of [9841 Washingtonian Blvd, Suite 200, Gaithersburg, MD 20878, USA] (“Company”) to use the personal information with my name, title, photographs, website, and oral or written comments, video recordings, audio recordings, and testimonial (collectively “Testimonial”) which I have given permission to the Company to use.

1. Consent to Use in Marketing and Communications. I give Company the full right to use, edit, alter, exhibit, publish, reproduce and distribute my Testimonial that I voluntarily share with the Company, in whole or in part, in any and all media, marketing, advertising, promotional, and/or business communications (“Marketing and Communications”). Marketing and Communications shall include but is not limited to, e-newsletters, blog posts, social media, books, e-books, seminars, webinars, trainings, conferences, case studies, website content, membership sites, promotional and sales pages, paid programs, products and services, opt-in pages and gifts, cable and broadcast television, brochures, and other electronic and print media. I understand that this permission extends to all languages, media, formats and markets now known or later devised in the future, and that this permission shall continue forever.
2. Waiver and Release. I give Company the full right to edit, give, transfer, and exhibit my Testimonial however the Company sees fit. I waive the right to inspect or approve any edited, unfinished, or finished Testimonial, and I hereby hold harmless, release and forever discharge the Company from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other person acting on my behalf have, may have, or could have now or in the future by reason of this authorization, including any reasonable expectations of privacy or confidentiality with respect to the Testimonial.
3. No Compensation or Royalties. I acknowledge that my Testimonial for the Company is voluntary, and therefore, I will receive no financial compensation for it. I forever waive the right to receive any payment, including royalties, for use of the Testimonial, in part or in full.

4. Affiliates. Should I be an affiliate of the Company who chooses to promote or market the Company's current or future programs, products and/or services, I understand that any affiliate commissions or compensation for my involvement with the Company are separate and unrelated to my Testimonial, and this compensation is not being provided in any way for the use of my Testimonial and will be addressed through separate affiliate terms and conditions.

By signing below, I acknowledge that I have read, understand, and agree to all of the terms of this Testimonial Release. I further state that I have read the above authorization and release prior to its execution, and that I have had the opportunity to ask questions prior to signing.

If I am under the age of 18, I understand that my parent or legal guardian must also sign this document and my parent/legal guardian agrees to all of the terms of this Testimonial Release on my behalf and with their legal authority.

## Participant

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

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

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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

If the Participant is under 18 years of age, a Parent/Legal Guardian must also sign below:

Signature of Parent/Guardian: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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