

TESTIMONIAL, PUBLICITY, AND PHOTO RELEASE

I hereby grant to STOBBER Drives Inc. ("STOBBER") the absolute and irrevocable right and unrestricted permission to use my testimonials, opinions, name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, digital recordings, and the like, taken or made on behalf of STOBBER or its affiliates. I agree that STOBBER has complete ownership of such material and has the right, but not the obligation, to use said material for any purpose. These uses include, but are not limited to, films, videos, publications, advertisements, news releases, Web sites, and/or any promotional materials in any medium. I hereby waive any right to inspect or approve the finished video recording(s), audio recording(s), film(s), soundtrack(s), photograph(s), or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc.

I represent and warrant that the materials will be truthful, reflecting my honest views and experiences with the referenced products or services and that I will inform STOBBER in writing of any change which might render the materials false or misleading.

I hereby release and discharge STOBBER, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my testimonials, opinions, name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents.* This release shall be binding upon me, my heirs, legal representatives, and assigns.

This agreement is being made and entered into under the laws of the Commonwealth of Kentucky and shall be governed and interpreted in accordance with the laws of said state. This agreement embodies the entire agreement of the parties. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

Name (Printed): _____

Signature: _____ Date: _____