

MASSAGE SCHOOLS GRANT PROGRAM

LIABILITY AND PUBLICITY RELEASE

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself and the school named below (collectively hereafter “we” or “our”), represent that we meet the criteria for receipt of a grant as part of the Massage Schools Grant Program (the “Program”), and we have perpetrated no fraud or deception in connection with our participation in the Program. We agree to return to AMTA any grant which may be awarded to us if any statement made by us in this document is false. To the fullest extent permitted by applicable law, we hereby release, discharge and hold harmless the American Massage Therapy Association (“AMTA”); Massage Envy Franchising LLC (“ME”); and each of their respective past and present directors, officers, employees, members, attorneys, affiliates, and agents, and each of their respective successors and assigns (collectively “the Releasees”), from and against any and all liabilities, damages, injuries, losses, claims, rights, causes of action, suits, debts, sums of money, either at law or equity, whether known or unknown, asserted or unasserted, which we, or any other party, may now have or ever have against the Releasees, arising from or in any way relating to our participation in the PROGRAM, or our acceptance or use of the grant (or any portion thereof) awarded in the PROGRAM.

We agree that the above release shall be effective as a full and final general release of all legal claims described in the release, whether we actually know about such claims or not, despite the fact that the California Civil Code Section 1542 or a similar law in another state may provide otherwise. We are aware that Section 1542 provides as follows:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

We understand that we are solely responsible for all federal, state and local taxes applicable to our acceptance and use of the grant provided in connection with the PROGRAM.

We further grant to AMTA, ME, and their respective directors, officers, affiliates, advertising and promotion agencies and anyone duly authorized by any of them, the right to use our name, address (city and state), picture, trademark, service mark, logo, business name, likeness and statements (including the name, image, likeness, or other so-called "publicity rights" from any identifiable individual appearing therein) from our grant application in any and all media, without territorial, time, use or other limitation, for this or similar promotions of, or in connection with, the PROGRAM or any other commercial promotion of the Releasees, unless otherwise prohibited by law. In connection therewith, we hereby release and agree to hold harmless each of the Releasees and anyone duly authorized by any of them from any and all claims arising from the uses we have granted above which we, or our representatives, successors, or assigns, may otherwise have on account of such uses.

We understand that the PROGRAM is not sponsored or administered by ME and that we are not endorsed by ME and do not receive any rights to use any of the ME intellectual property. We further understand and agree that ME may contact us directly with regard to the Award.

We have carefully read this Liability and Publicity Release prior to its execution and we fully understand its contents.

We represent that the person submitting this application is authorized to agree to this Liability and Publicity Release on behalf of the school which is submitting this application.