

**TESTIMONIAL RELEASE AGREEMENT**

WHEREAS, this Agreement is entered into between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
(hereafter "Company"), and \_\_\_\_\_, whose address  
is \_\_\_\_\_(hereafter "Interviewee").

WHEREAS, Company wishes to obtain a testimonial (hereafter the "Testimonial") from Interviewee  
which may be used in connection with publicizing and promoting the Company, and

WHEREAS, Interviewee authorizes the Company to use Interviewee's name, brief biographical  
information, picture, audio, video and other requested information from the Company related to such  
Testimonial.

THEREFORE, for good and valuable Consideration, the receipt of which is hereby acknowledged,  
Company and Interviewee agree to the following:

**Grant:** Interviewee irrevocably consents and grants, assigns and conveys all right, title and interest,  
including any moral rights, in Interviewee's testimonial and/or any use, reuse, reproduction,  
modification, publication, republication and creation of derivative works (hereafter the "Work") from  
Interviewee's Testimonial, which is described in Exhibit A. Interviewee declares, under penalty of  
perjury, that the information contained in the Testimonial is accurate. Interviewee further authorizes  
the Company to copy, exhibit, publish or distribute the Testimonial for purposes of publicizing the  
Company's programs, products, services, or for any other lawful purpose. These statements may be  
used in all forms, including but not limited to printed publications, multimedia presentations,  
advertising, on web sites or any other distribution media throughout the world and in perpetuity.  
Interviewee waives the right to inspect or approve use of the finished product, including written copy  
of the Testimonial.

**Release:** Interviewee releases Company and Company's assigns, licensees and successors from any  
claims, demands and causes of action that may arise regarding the use of the Testimonial including  
any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or  
copyright. Interviewee acknowledges that he/she has no ownership rights in the Testimonial.

Company is not obligated to utilize the rights granted in this Agreement.

The parties, by signing below, acknowledge that they have read and understand this agreement and  
are over the age of 18. This Agreement expresses the complete understanding of the parties.

INTERVIEWEE

COMPANY

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

**EXHIBIT A**

Please Include The Actual Testimonial, Or Include A Description Of Its Contents (example description: the contents of the video testimonial that was filmed during a break at the event).

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Interviewee Initials: \_\_\_\_

Company Initials: \_\_\_\_