

**RELEASE & WAIVER  
DR. WOUFF**

By executing this Release & Waiver you hereby grant HBC Management LLC (“HBC”) the following rights in full and complete consideration of the HBC possibly including any stories and/or pictures created by your child and submitted by you (“Submissions”) in HBC’s upcoming book currently referred to as “Dr. Wooff’s Favorite Authors and Artists” (the “Book”). The rights granted by you demand no further consideration due from HBC or any third party, and with the understanding that HBC, in its sole and absolute discretion may choose whether or not to include you in the Book, or broadcast your appearance in the Book, if any.

1. You agree that any and all Submissions together with the following biographical material (together “Participating Materials”) may be archived, retrieved, uploaded, excerpted, posted, distributed, sold, licensed, exhibited, transmitted, broadcasted, projected, reproduced, published, performed and otherwise used and/or exploited (together “Published” or “Publish”) in all media forms whether now known or hereafter devised, including, without limitation books, magazines, internet and mobile by or on behalf of the HBC and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, publicizing and all other types of exploitation of the Book or any part thereof, or in any manner whatsoever.
2. You agree that HBC is the sole owner of all results and proceeds of the Book and any Submissions therein.
3. You hereby grant HBC, its parents, subsidiaries, affiliates and/or assigns an exclusive, unlimited, worldwide, fully paid, irrevocable license to copyright, edit, copy, use, destroy and/or publish the Submissions as permitted by the Terms & Conditions and the Privacy Policy.
4. You understand that in a Submission you may purposefully or inadvertently reveal, and other parties may infer, information about you that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. You further acknowledge and agree that HBC shall have the right to Publish the Book or Participating Materials containing any or all such information and depictions in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose in perpetuity.
5. You represent, warrant covenant and indemnify us to the effect that any work that you submit to us as part of the Submissions is one that you have originally created in its entirety and that no other parties need to be contacted for permission to air and otherwise use your submission, in whole or part, by or on behalf of the HBC or any successor in interest thereto.
6. You hereby assign and grant HBC the right to give notice of and file in its name to claim ownership of Copyright, Trademark and any other Intellectual Property or proprietary rights, whether now existing or later created by national law and/or international treaty in the Book and any adapted or derivative version(s) thereof, solely in HBC’ name and to secure renewals, extensions, restorations or resuscitations and of the legal rights. You hereby waive, forfeit, relinquish and abandon all rights of privacy and publicity including, but not limited to, rights of assignation, attribution and integrity as to the Submissions and any adapted or derivative version thereof.
7. You understand that HBC are proceeding in express reliance upon the foregoing. You represent and agree that you are free to grant the rights granted to us hereunder. You agree that you shall

not have the right to terminate or rescind this Release & Waiver or to enjoin or restrain the distribution or any other exploitation of the rights granted herein

8. **Dispute Resolution:** If a dispute arises between you and HBC, it is HBC's goal to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and HBC agree that all parties will resolve any claim or controversy at law or equity that arises out of this Release & Waiver (a "Claim") in accordance with one of the subsections below or as HBC and you otherwise agree in writing. Before resorting to these alternatives, HBC strongly encourage you to first contact it directly at support@doctorwooff.com. HBC will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

a. Choice of Law and Forum: This Release & Waiver shall be treated as though it was executed and performed in Escambia County, Florida and shall be governed in all respects by the laws of the State of Florida without regard to conflict of law provisions. You agree that any claim or dispute you may have against HBC must be resolved by a court located in Escambia County, Florida, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Escambia County, Florida for the purpose of litigating all such claims or disputes.

Acknowledged and agreed to on this day \_\_\_\_\_, by:

Signed: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please send this letter to HBC Management LLC re: Artists and Authors, Attention: Legal Department, 38 South Blue Angel Pkwy; Suite 222, Pensacola, FL 32506;