

PHOTOGRAPH / VIDEO RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, I, _____, hereby grant Aava Dental and any photographer, videographer or agent hired by Aava Dental, permission and an unrestricted license to record my image, likeness and/or voice obtained relating to the testimonials that I provide.

I hereby grant Aava Dental the right to use, distribute, exhibit, edit, reproduce and exploit my name, photograph, film or video image, voice, likeness and/or responses to interview questions, whether in their original, edited or altered form (in any case, the "Images"), in connection with any marketing, advertising or promotional campaign that Aava Dental may conduct. I understand that Aava Dental may conduct such marketing, advertising or promotional campaigns anywhere in the world via print, on the Internet, webcasts, CD/DVD ROM, over the airwaves, or through any media now known or hereafter developed.

I understand and agree that I do not have any rights to inspect, edit or approve the Images or any use of the Images. I agree that all photos, images, recordings or other materials comprising my Images shall become the sole and exclusive property of Aava Dental. Aava Dental, in its sole discretion, may decide whether to use my Images and is under no obligation to use them in any marketing, advertising or promotional campaign. I further understand and agree that I am not entitled to, and will not receive, any payment or compensation for the use of the Images. I hereby waive, release and discharge Aava Dental and each photographer and videographer retained by or on behalf of the Company from, any and all rights and claims, including claims for remuneration or compensation in connection with Aava Dental's use of my Images, invasion of privacy, defamation, right of publicity and any copyrights or any broadly equivalent rights that I may have in any territory of the world, arising from the taking of the Images or Aava Dental's use of the Images.

I agree that the provisions of this Release shall be binding upon me and my heirs, successors, legal representatives and assigns. The rights and permissions granted to Aava Dental and each photographer or videographer retained by or on behalf of Aava Dental shall extend to each of their respective heirs, successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This Release shall be construed, interpreted and governed in accordance with the laws of the State of California and, to the extent any provision of this Release may be judged invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

Name: _____

Aava Dental

Dated: _____

Date: _____

Signature: _____

Signature: _____