**TESTIMONIAL RELEASE FORM**

This Testimonial Release Form (referred to as the "**Agreement**") is made as of [INSERT DATE] by and between [INSERT INDIVIDUAL NAME], residing at [INSERT ADDRESS] ("**Releasor**"), and [INSERT COMPANY NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with its principal office at [BUSINESS ADDRESS] (the "**Company**"). The Releasor and the Company are collectively referred to as the "**Parties**" and individually, a “**Party”**.

The Company seeks to feature the Releasor’s testimonials regarding its products and/or services for use in marketing, promotional, and advertising materials. The Releasor has agreed to provide such testimonial on the terms set forth in this Agreement.

1. **GRANT OF RIGHTS**

The Releasor irrevocably grants the Company, its affiliates, successors, and assigns, the non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, edit, adapt, distribute, display, and publicly perform the testimonial, including the Releasor’s name, image, voice, and any biographical information provided ("**Testimonial Materials**"), in any media now known or later developed. This grant includes the right to incorporate the Testimonial Materials into promotional, advertising, and marketing content.

1. **REPRESENTATIONS AND WARRANTIES**
   1. The Releasor represents and warrants that:
      1. the testimonial is true and based on their genuine experiences and opinions;
      2. the Releasor has the full right, power, and authority to grant the rights set forth in this Agreement;
      3. the testimonial does not violate any third-party rights, including privacy or copyright; and
      4. no additional permissions or payments are required for the Company to use the Testimonial Materials as provided herein.
   2. The Releasor hereby irrevocably releases and discharges the Company, its affiliates, successors, and assigns from any and all claims, liabilities, or demands arising from the use of the Testimonial Materials, including but not limited to claims for defamation, invasion of privacy, or infringement of any rights. The Releasor agrees that the Company shall have no obligation to compensate the Releasor for any use of the Testimonial Materials.
   3. The Company shall have no obligation to use the testimonial or the Testimonial Materials and may edit or adapt the testimonial at its sole discretion, without any further consent from or compensation to the Releasor.
2. **NO OBLIGATION TO USE**

The Company is under no obligation to use the testimonial or the Testimonial Materials and may choose not to publish or distribute them at its sole discretion.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in South Dakota, and the Parties hereby consent to the exclusive jurisdiction of such courts.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties regarding the testimonial and supersedes any prior or contemporaneous agreements, representations, or understandings, whether written or oral.

By signing below, the Releasor confirms that [they are over [18/21] years of age and] have read, understood, and voluntarily agreed to the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

RELEASOR:  
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE COMPANY:  
Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_