



MEMBER AGREEMENT &
CONSENT TO RELEASE AND USE MEMBER'S PROTECTED HEALTH INFORMATION

Member Name: Club Location:

Member Address: Member Email Address:

FOR GOOD AND VALUABLE CONSIDERATION, Member agrees as follows:

1. Use of Name and Likeness. (a) Member hereby grants to Curves DF Holdings, Inc. and its parent, Master Franchisor, subsidiaries, affiliates, successors, and assigns, including Curves franchisees (together "Curves"), the absolute right and permission to use Member's name, likeness, photograph(s), video or film footage, biography, testimonial (including, but not limited to, weight and weight-loss measurements) and/or voice (collectively, "Member Material"), either alone or accompanied by other material, in any manner and in any media, throughout the world, at any time, for the purpose of advertising and publicizing Curves' services or products and for any other lawful purpose. Curves will not receive a direct payment as a result of using or disclosing Member Information. The results and proceeds of Member's services shall be considered "works made for hire." Member waives all rights to inspect and approve the finished product, its use or such written or spoken copy as may be used in connection therewith.

(b) Member acknowledges that any pictures, statements, or voice or film recordings taken of Member by Curves and any pictures, statements, or film or audio footage submitted by Member to Curves are or will become the sole property of Curves. If Member receives any print, negative, or other copy thereof, Member shall not authorize its use by anyone else.

(c) Member releases Curves and its assignees, licensees, designees, successors, officers, employees and agents, and all other persons/entities involved in the use, production, exhibition, or distribution of Member's name, likeness, photograph(s) or film footage, in accordance with the terms hereof, from any and all claims, damages, liabilities, costs, expenses and causes of action for any violation of any personal and proprietary right Member may have in connection with the exhibition, distribution or other use of the works made for hire, including without limitation any claims or causes of action with respect to invasion of privacy, trespass, right to publicity, and defamation, including what might be deemed to be misrepresentation of Member, Member's character, or Member's person due to distortion, optical illusion, or faulty reproduction that may occur in the finished product.

(d) Nothing in this Consent will constitute any obligation on the part of Curves to make any use of any of the rights granted by Member under this Consent.

2. Confidentiality. Member acknowledges that all knowledge, information and data not generally known or available publicly with respect to the business, operations and marketing of Curves' products and services that Member may learn or discover, including but not limited to knowledge, information and data concerning the advertising and publicity program and related activities in which Member may participate, is confidential information of Curves and Member will not to use or disclose such confidential information to any third party without the written consent of Curves.

3. No Conflicts or Competition. Member warrants and represents that this Consent does not in any way conflict with any existing commitment. Member will not authorize or permit the use of Member's name, voice, photograph, and/or likeness or testimonial in connection with the advertising or promotion of any service or product competitive to or incompatible with Curves' services or products for one year after the date of this Consent.

4. Independent Contractor. Member acknowledges that he/she is an independent contractor of Curves, and is not an employee or agent for any purpose. Member will be solely responsible for any payment, if applicable, of any taxes associated with compensation paid to Member by Curves.

5. Compensation. Member acknowledges that he/she agrees to the foregoing without receipt, demand, expectation or legal right to any compensation.

6. Expiration Date or Event. This Consent is valid for use in perpetuity. Curves may continue to use and disclose Member Material for the purposes listed above, indefinitely with no need to execute a new consent agreement with Member/Talent.

7. NOTICE TO MEMBER. You may revoke this Consent at any time. To revoke this Consent, send a written statement to Curves DF Holdings, Inc., Attn: Legal Department, 400 Schroeder Drive, Waco, Texas 76710. The statement must identify this Consent by referring to the date it was signed (below) and include the date on which this Consent is no longer in force. If you revoke this Consent, Curves may still use and disclose the Member Material for the purposes listed above, if Curves has already taken action in reliance on this Consent.

I, Member, have read this release, fully understand its terms, and understand that I am giving up rights, including my right to sue. I acknowledge that I am signing the release freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I certify that I am of legal age and sound mind.

Signature: Date: