



**Release**

Dear Successful Customer:

First of all congratulations on behalf of Nutrisystem! At Nutrisystem, we are extremely proud of our customers and like to share their success stories with others, to inspire those who have yet to make the commitment that you made to lose weight, and live a happy and healthy life.

We look forward to your participation in our marketing materials. We hope you are as proud of you as we are. We celebrate the New You. We are pleased to have you take part in our marketing materials.

In connection with your participation, please complete the information below, and read and initial the terms on the following page.

Your Nutrisystem team

I acknowledge that I have read the attached talent terms prior to signing below, and that I agree with its contents, and that the information below is true and correct. I hereby warrant that I am over eighteen years of age, and am free to enter into this agreement and to grant the rights granted herein.

By: \_\_\_\_\_

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

Please print clearly below

:

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

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

\_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Best Number to reach you: \_\_\_\_\_

TALENT TERMS

In consideration for the opportunity to be chosen to appear in marketing materials, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound, I hereby irrevocably give Nutrisystem, Inc. and its representatives, assigns and employees, and any person, corporation or entity acting under their permission or authority, or for whom they might hereafter be acting, including without limitation anyone distributing or disseminating advertising for the products and services known as "NutriSystem" (collectively the foregoing are referred to as "Nutrisystem"):

The right and permission to publish, reproduce, distribute, and/or otherwise use (i) my name, nickname, initials, fame, autograph, image, likeness, still and/or moving photographs, voice, biography, actual and/or paraphrased statements, endorsement, video or flip video footage, silhouette or sound recording of me, or any portions thereof, made by me regarding or related to my weight loss on a Nutrisystem program (together, the "Persona"), whether on or off camera as performed or provided by me ("Services") in such manner, for such purposes, and with such frequency, in whole or in part, in any and all media, worldwide, in perpetuity, and royalty free as Nutrisystem shall determine in its sole discretion, without further compensation or consideration to me and without further authorization by me. Persona and Services are hereinafter collectively referred to as "Marketing Materials". I hereby waive any and all rights of inspection and/or approval with regard to any use of the Marketing Materials in connection with marketing for the Nutrisystem program.

I expressly acknowledge and agree that the Marketing Materials may be used to market weight loss products and services and may state and/or imply that I was or am overweight. I agree that my use of the Nutrisystem Program is voluntary and I assume complete responsibility for and release Nutrisystem from all liability for my actions in connection with such use. I acknowledge that nothing herein requires Nutrisystem to use or continue to use the Marketing Materials or any portion thereof. For a period of two years after the Services are performed under this Agreement, I will not, directly or indirectly, become a spokesperson for or otherwise endorse, or become publicly associated with, or engage in a business substantially similar to or competitive with the present business of NSI in weight loss/weight management programs.

I have been for the past \_\_\_\_\_ (insert years, months) a bona fide user of the NutriSystem® program; or the Nutrisystem®D® program. As a result of being on this program. I have lost \_\_\_ pounds in \_\_\_\_\_ weeks/months. I also affirm (1) that any

statements or endorsement made by me in the Marketing Materials are factually accurate and represent my honest opinions, findings, beliefs and/or experiences with the Nutrisystem program, (2) that any weight loss that I experienced as depicted and/or related in the Marketing Materials is attributable to the Nutrisystem program, and is not attributable to any other weight loss foods, supplements, pharmaceuticals, programs and/or systems, and not attributable to any surgical or other medical procedure intended to directly or indirectly affect body weight, (3) that I was not compensated in exchange for my statements or endorsement, but I may have received a nominal, if any, reimbursement for my time and expenses, and (4) that there exists no material connection between myself and Nutrisystem.

I disclaim any ownership and/or other interest in any advertising, promotion, publicity and/or other Marketing Materials for Nutrisystem. I further acknowledge that such Marketing Materials shall constitute the sole property of Nutrisystem, and I hereby assign all rights, including without limitation all copyright, trademark rights, right of privacy, right of publicity and/or right of privacy, that I may have in or to any elements of such Marketing Materials to Nutrisystem. I also hereby release, discharge and agree to hold harmless Nutrisystem from and against any and all liability resulting from its use of the Marketing Materials (including as honestly edited and/or paraphrased).

I will not disclose or permit the disclosure of the details of the production of any of the Marketing Materials to any third party, including (i) the filming of any Nutrisystem commercial; (ii) release (or permit the release of) details about the filming of a Nutrisystem commercial or creation of the Marketing Materials; (iii) release (or permit the release of) any correspondence, conversations, documents between me and Nutrisystem or its advertising agencies in connection with my services in such Marketing Materials; and (iv) post (or permit the posting of) any details about my services in the Marketing Materials (including any personal photos taken during my services) in such Marketing Materials to any blogs, online networking sites or similar forums.

I understand that Nutrisystem will rely on this agreement, when using the Marketing Materials in connection with all advertising. This agreement shall be governed under the laws of the Commonwealth of Pennsylvania, without application of conflict of laws provisions. This agreement is binding upon me, my heirs, legal representatives, assigns and successors in interest.

TALENT INITIALS \_\_\_\_\_