



TESTIMONIAL CONSENT AND LIKENESS RELEASE

Authorization and Consent: By signing this form (the "Consent"), I am authorizing, consenting to, and licensing to Respiras, LLC ("Company"), a Colorado limited liability company at 3472 Research Parkway, #104-332, Colorado Springs, CO 80920, the right to distribute, display, transmit, reproduce, create derivative works, broadcast, sublicense, and otherwise use and share my client testimonial about Company's services, and my image, appearance, and likeness in association with such testimonial (all collectively referred to as the "Subject Matter"), throughout the World and in Perpetuity. I understand and agree these uses of the Subject Matter may include, but not be limited to: posting the information on the Company website or using it in professional seminar presentations. I am voluntarily sharing and permitting the Company's use of the Subject Matter without further consent from or any royalty payment or other compensation to me.

PHI Waiver. I understand and agree my testimonial may include protected health information ("PHI") to the extent I provide PHI in my testimonial. I WAIVE ANY CLAIMS, COMPLAINTS, OR ALLEGATIONS IN REGARD TO SUCH PHI.

Right to Revoke; Limitations: I understand I have the right to revoke this Consent and any part of it at any time by providing a written request to Company's Privacy Officer by registered mail or delivered to the practice in person at the above address. I understand if I choose to revoke this Consent, it will become effective on the day of the revocation of the authorization (the "Effective Date"), but may not be immediately processed. Company will promptly and reasonably comply with any such request. Any uses of the Subject Matter prior to the Effective Date are irrevocable and will not be subject to revocation of the Consent.

Components of Testimonial: I understand the Subject Matter may include my first name and last initial, general location (not my home address), photograph, and information provided to the organization in my testimonial. I understand all other PHI Company may have access to will not be used without prior authorization. Company will comply with applicable state and federal privacy regulations, including HIPAA, Pub. L. 104-191.

No Requirement to Use the Subject Matter. I understand and agree Company does not have any obligation to use the Subject Matter or exercise any rights given Company by this Consent.

Additional Provisions. This Consent is my complete understanding regarding the Subject Matter and other issues contained within this Consent. It supersedes all prior and contemporaneous understandings and agreements, whether written or oral. If any term or provision of this Consent is invalid, illegal, or unenforceable in any jurisdiction, such shall not affect any other term or provision of this Consent, or invalidate or render unenforceable such term or provision in any other jurisdiction. This Consent shall be binding on and shall inure to the benefit of me and the Company and our respective successors and assigns. All matters arising out of or relating to this Consent shall be governed by and construed in accordance with the internal laws of the State of Colorado.

ATTENTION: THIS CONSENT PROVIDES COMPANY WITH YOUR CONSENT AND AUTHORIZATION TO PUBLICIZE AND COMMERCIALY USE YOUR FIRST NAME, LAST INITIAL, LIKENESS, TESTIMONIAL, AND OTHER POTENTIALLY PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS CONSENT AND AGREE WITH IT:

Signature: _____ Date: _____

If not patient, Relationship to Patient: _____

Name (Printed): _____ Date of Birth _____