

Consent and Release

This Consent and Release (the "Release") governs your submission of any materials via regular mail, website, e-mail, facsimile or any other form of media between any person, company or legal entity that has submitted an image(s) to participate in any Program (the "Program") that is the subject of the Image/Likeness Consent and Release, as set forth below (hereinafter "Participant"), and Pegasus Laboratories, Inc. d/b/a PRN Pharmacal ("PRN"), owner of various products and product lines.

WHEREAS, the Participant submitted an image(s) in order to participate in the Award Program;

WHEREAS, PRN is the owner of various trademarks, service marks, trade names, and the goodwill associated therewith;

WHEREAS, the Participant has voluntarily submitted the image(s) necessary to participate in the Award ("Image/Likeness");

WHEREAS, PRN wishes to use the Image/Likeness received in its marketing materials and the Participant wishes to allow PRN to do so;

NOW, THEREFORE, the Participant and PRN, wishing to be legally bound, hereby agree as follows:

Consent and Release of Information

1. The Participant understands that his/her Image/Likeness made on behalf of PRN may be used in connection with publicizing and promoting PRN product lines. The Participant irrevocably authorizes PRN to use the Participant's name, brief biographical information, and the Image/Likeness as defined in this Release.
2. The Participant hereby irrevocably authorizes PRN to copy, exhibit, publish or distribute the Image/Likeness for purposes of publicizing PRN's programs or for any other lawful purpose. The Image/Likeness may be used in printed publications, multimedia presentations, on websites or in any other distribution media. The Participant agrees that the Participant will make no monetary or other claim against PRN for the use of the Image/Likeness.
3. In addition, the Participant waives any right to inspect or approve the finished product, including written copy, wherein the Participant's likeness or the Image/Likeness appears.
4. The Participant hereby holds harmless and releases PRN from all claims, demands and causes of action which the Participant, the Participant's heirs, representatives, executors, administrators or any other persons acting on the Participant's behalf or on behalf of the Participant's estate have or may have by reason of this authorization.

5. The Participant, by submitting the Image/Likeness, states that they own all rights to the materials presented and that they are not submitting photos of others.
6. Any controversy, claim or dispute arising out of or relating to this Release will be settled in a court of competent jurisdiction as set forth below.
7. This Release contains the entire agreement with respect to the subject matter of this Release and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter of this Release.
8. This Release will be governed by the laws of Missouri without regard to conflicts of law principles. The parties to this Release hereby irrevocably consent to the jurisdiction of the state and federal courts located in Jackson County, Missouri, in any action arising out of or relating to this Release and waive any other venue to which either party might be entitled. The parties further agree to accept and acknowledge service of any and all process which may be served in any suit, action or proceeding, and agree that service of process upon each other mailed by certified mail to each other's address shall be deemed in every respect effective service of process in any such suit, action or proceeding.
9. This Release is executed voluntarily and without any duress or undue influence. The Participant acknowledges that he/she has read this Release and executed it with his/her full and free consent. No provision of this Release shall be construed against any party by virtue of the fact that such party or its counsel drafted such provision or the entirety of this Release.
10. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Release will remain in full force and effect.
11. Facsimile or e-mail images of signatures shall be considered original for all purposes under this Release.

**If submitting via regular mail or facsimile, please print this document out
and execute below and include with your submission.**

WITNESS the execution of this Release by each Participant.

PARTICIPANT

By: _____

Printed Name: _____

Title: _____

Date: _____