

To fax these release forms, please submit to: 310-557-3984

**HERBALIFE PRODUCT RESULTS STATEMENT
AND
GENERAL RELEASE AND GRANT TO USE NAME AND LIKENESS**

My name is _____.

I do hereby state that I am _____ (feet and inches/centimeters) in height.

I have a small medium large-boned) frame and I am male/female (circle one).

I weighed _____ (pounds) on _____ (date you began program).

I followed the Herbalife Weight Control Program from _____ to _____

and during that period of time I lost/gained (circle one) a total of _____

(pounds) and _____ (inches/centimeters). Today I weight a total of _____ (pounds).

Measurements:	before	after
Chest/bust		
Waist		
Hips		
Thighs		

Sizes:	before	after
Pants/Trousers		
Shirt/Blouse		
Dress		
Shoe		
Men's inseam trouser length:	_____	

I agree, that I will not make any medical, therapeutic or curative claim(s) in any statement regarding any Herbalife nutritional program, or any Herbalife nutritional, health or skin care or other products, and that I will only give an income, weight change and/or product statement that is truthful and accurate which I can substantiate and which I give of my own free will without compensation therefore from Herbalife.

Print Name: _____ Signature: _____

Distributor ID#: _____ Date: _____

Address: _____

City, State,
Zip: _____ Country: _____

Telephone Number: _____ Fax: _____

Social Security #/Tax ID #: _____



GENERAL RELEASE AND ASSIGNMENT

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, I the undersigned ("I", "me", "my") hereby agree as follows:

- 1) I hereby grant to Herbalife International of America, Inc., its successors, assignees and licensees (collectively, "Herbalife") the unlimited right, but not the obligation, to use any statements made by or attributed to me (my "Statements") as well as my name, voice, and likeness, performance, personal characteristics and other identifying information (jointly and severally with the Statements and the photographs referenced in Paragraph 2 below, my "Personal Characteristics") in and in connection with the advertising, promotion, marketing and other exploitation of Herbalife's products or services in any and all languages and media, now known or hereafter devised, throughout the universe in perpetuity.
- 2) If I supply Herbalife with photographs of myself on this date or any date subsequent, I agree that Herbalife may use such photographs to the full extent provided above, I warrant and represent that I am the person depicted in the photograph, I am the owner of the photograph, I have the authority to grant the permission and rights granted herein, and no one else's permission is required to grant such rights, and I understand that the copy of the photograph(s) I supply to Herbalife will not be returned. I further acknowledge and agree that Herbalife may photograph me and record my voice, and Herbalife shall be the sole owner of all the results and proceeds of such photography and recording, with the right forever and throughout the universe to use the foregoing material and any portion thereof in all media and other forms of exploitation to the full extent provided above. The rights granted herein shall include and not be limited to the right to retouch, rephrase, alter, edit, modify or otherwise make changes to any such photographs and recordings, Statements, and/or Personal Characteristics and combine such photographs, recordings, Statements and/or Personal Characteristics with other material as Herbalife may determine from time to time in its sole discretion. Herbalife may copyright and/or trademark such material in Herbalife's own name as the copyright or trademark owner thereof. I agree to execute such further documents consistent herewith and do such other acts as may be required by Herbalife or its successors, licensees, or assigns to evidence or effectuate Herbalife's rights hereunder.
- 3) I understand that Herbalife is not obligated to use my Personal Characteristics as permitted herein or, if commenced, to continue with such use in any territory. I acknowledge and agree that Herbalife may make my Personal Characteristics available to Herbalife's independent distributors to use as permitted above.
- 4) On behalf of myself, my heirs, executors and administrators, I release Herbalife, its parent, subsidiary and affiliated companies and each of their respective officers, directors and employees from any liability arising from the use of my Personal Characteristics permitted herein, including, without limitation, claims for invasion of privacy, infringement of my right of publicity, invasion of privacy, humiliation or embarrassment, false light, infliction of emotional distress and defamation (including libel and slander). I irrevocably and unconditionally waive all rights under any law relating to "moral rights" or any similar law throughout the universe, or resulting from any alleged violation of such rights. I agree not to institute any action on the ground that the use of my Personal Characteristics or any changes, deletions, additions thereto violate such rights. I agree that the above release shall be effective as a full and final general release of all existing and future legal claims described in the release, whether I suspect or actually know about such claims or not. Any rights and remedies I may have against Herbalife in connection with the use of my Personal Characteristics shall be limited to the right to recover damages, if any, in an action at law, and I hereby waive any right or remedy to rescind, nullify or enjoin the rights granted to Herbalife hereunder.
- 5) I represent and warrant that: (i) I am at least 18 years of age; (ii) the exercise by Herbalife of the rights granted to it hereunder shall not violate or infringe upon the rights of any third party; (iii) the Statements are original with me and reflect my honest opinions, findings, beliefs or experience (as applicable); and (iv) I have not previously authorized, and will I not authorize or permit, my Personal Characteristics to be used in connection with the advertising or promotion of any product, service or business that may be competitive with Herbalife or in a way that defames or disparages Herbalife or its products or services. I will indemnify Herbalife from and against all claims, liability, judgments, losses, damages, costs and expenses, including reasonable outside attorney's fees, arising out of or relating to a breach of my representations, warranties, covenant or agreements hereunder.
- 6) This General Release and Assignment is governed by the laws of the State of California without regard to its conflict or choice of law rules which would require application of another jurisdiction's laws. No amendment hereof shall be effective unless in writing and signed by me and countersigned by Herbalife. A fax of this General Release and Acceptance may be executed and shall constitute a binding and enforceable agreement. This General Release and Assignment may be freely assigned by Herbalife, in whole or in part, and shall be binding upon and inure to the benefit of Herbalife's successors, licensees and assigns. This is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement between them with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements relating to such subject matter. Should any provision of this General Release and Assignment be held to be void, invalid or inoperative as a result of any judicial or administrative proceeding or decree, such decision shall not affect any other provision hereof, and the remainder of this General Release and Assignment shall be effective as though such void, invalid or inoperative provision had not been contained herein.

I have read this entire General Release and Assignment and fully understand its contents. I likewise understand that this document shall remain in full force and effect unless/until I request that it be terminated, and that any such request must be made in a signed writing. By signing below, I hereby acknowledge and agree to the foregoing.

Signature: _____

Date: _____

Print Name: _____

Distributor ID #: _____

Address: _____

IF PERSON SIGNING ABOVE IS UNDER THE AGE OF 18, THE FOLLOWING MUST BE COMPLETED AND SIGNED BY A PARENT OR LEGAL GUARDIAN:

I hereby warrant that I am the parent of and/or the legal guardian for the person who signed above and that I have read and understand the terms of the foregoing agreement. I hereby consent to and approve of the agreement and agree to cause said person to adhere to all of the terms thereof.

I irrevocably guarantee that above person will not disaffirm or disavow the Agreement on the grounds that he or she was a minor on the date he or she executed the Agreement, or on any other grounds. In the event the Agreement is disaffirmed by the above person for any reason, I hereby agree to indemnify Herbalife against any and all losses, costs, damages and expenses of any kind or nature that may be suffered or incurred as a result of or arising out of such disaffirmation.

Name of Parent or Guardian: _____ Signature: _____ Date: _____