

FEEL THE LOVE® Program
State/Province of _____
Designee Publicity Release and Liability Waiver

This Designee Publicity Release and Liability Waiver (the “**Agreement**”) must be read and signed by any person who is selected as a designee by a recipient in the FEEL THE LOVE® Program (each, a “**Designee**”) in the State/Province of _____ (the “**Program**”) sponsored by Lennox Industries Inc. and its affiliates (collectively, “**Lennox**”) and local Lennox dealers participating in the FEEL THE LOVE® Program (“**Dealers**”) (collectively, “**Sponsors**”) and that will be present at the recipient’s home during the installation of a Lennox furnace or a Lennox outside condensing unit in place of the recipient (the “**Equipment**”). The Designee is sometimes referred to below as “I” or “me.” I acknowledge and agree that my consent to the terms set forth below is a material inducement for Sponsors to give the Equipment to the recipient, and Sponsors would not do so in the absence of my consent as evidenced by my signature below. In consideration of the giving of the Equipment to the recipient, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. Images. I agree that Sponsors or Sponsors’ representatives may take still photographs and make video or audio recordings of me (collectively, the “**Images**”). I give permission irrevocably and in perpetuity to Sponsors and their affiliates to, without additional compensation to me (unless prohibited by law), use, adapt, reproduce, distribute, broadcast, display, and publicly perform my name, visual likeness and biographical data, as well as the Images, in whole or in part, worldwide, in any medium now known or hereafter developed, in connection with the promotional or marketing activities of Sponsors and/or their affiliates.

2. RELEASE. I, ON BEHALF OF MYSELF AND MY ASSIGNS, HEIRS, DEVISEES, AND ESTATE (COLLECTIVELY, “**SUCCESSORS**”), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS SPONSORS, SPONSORS’ REPRESENTATIVES, THEIR RESPECTIVE AFFILIATES, THE EQUIPMENT PROVIDERS FOR THIS PROGRAM, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, “**RELEASED PARTIES**”), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, “**HARM**”) THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE PROGRAM, ANY USE BY SPONSORS OF MY NAME, VISUAL LIKENESS OR BIOGRAPHICAL DATA OR THE IMAGES, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE “**RELEASED CLAIMS**”).

ISPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST SPONSORS OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM SPONSORS OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

3. Miscellaneous. If any provision of this Agreement is found to be unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable. To the extent permitted by applicable law, I hereby waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Sponsors or any Released Party under this Agreement.

This Agreement shall be governed by the laws of the State of Texas, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Dallas, Dallas County, Texas with respect to any claim or suit arising out of or in connection with this Agreement or the Program and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

This Agreement, together with the official Program rules at www.feelthelove.com, constitutes the entire agreement between myself and Sponsors with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between myself and Sponsors or any other Released Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by Sponsors specifically referencing this Agreement.

THIS IS A LIABILITY RELEASE. PLEASE READ CAREFULLY BEFORE SIGNING.

Signed: _____
(Signature)

Date: _____

Witnessed by:

Signed: _____
(Signature)

Date: _____