

FEEL THE LOVE® Program – LII Lennox Foundation
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 of heating and/or air conditioning equipment (“**Equipment**”) in the FEEL THE LOVE® Program (each, a “**Designee**”).*

I, _____, of State/Province _____ have been selected as a Designee in the FEEL THE LOVE® Program (the “**Program**”) sponsored by the LII Lennox Foundation (the “**Foundation**”) working with Lennox Industries Inc. and its affiliates (collectively, “**Lennox**”) and local participating Lennox dealers (“**Dealers**”) (the Foundation, Lennox and Dealers may be referred to together as the “**FTL Team**”).

I will be present at the recipient’s home during the installation of the Equipment. I acknowledge and agree that my consent to the terms set forth below is a material inducement for the FTL Team to provide the Equipment to the recipient, and the FTL Team 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 grant permission to the FTL Team, which includes their agents and employees, the irrevocable and unrestricted right to take, reproduce, distribute, display, and otherwise use photographs and video or audio recordings or images taken of me, my home, or members of my family for the purpose of advertising, promotion, and publicity, in any manner or in any medium. Furthermore, I grant permission to use my statements and likeness, with or without my name, for the purpose of advertising, promotion, and publicity without restriction.
2. **No Compensation.** I waive my right to any compensation (unless prohibited by law).
3. **LIABILITY RELEASE.** I ACKNOWLEDGE THAT MY PARTICIPATION IN ANY SCREENING PROCESS TO DETERMINE IF I WILL RECEIVE EQUIPMENT IS SOLELY AT MY OWN RISK. I, ON BEHALF OF MY SUCCESSORS AND ASSIGNEES, UNCONDITIONALLY AND FOREVER RELEASE AND HOLD HARMLESS THE FTL TEAM AND ITS LEGAL REPRESENTATIVES, INCLUDING OFFICERS, DIRECTORS, AND EMPLOYEES (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 PERSONAL INJURY, PROPERTY DAMAGE, DEATH, DAMAGE, LOSS, COST, OR EXPENSE (COLLECTIVELY, “**HARM**”) THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF THE PROGRAM, ANY USE BY SPONSOR 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”).

4. **I SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST ANY RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF WITH ANY OF THE CLAIMS RELEASED ABOVE.**
5. **Taxes.** I understand that if I am selected as the Equipment recipient, I am solely responsible for the reporting and payment of any federal, state, provincial, and local taxes on receipt and use of the Equipment.
6. **Severability.** 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.
7. **Governing Law.** 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, the Program, or my participation in the screening process, and agree not to commence or prosecute any such claim or suit elsewhere.
8. **Entire Agreement.** This Agreement, together with the official Program rules at www.feelthelove.com, constitutes the entire agreement with respect to the matters described, and supersedes any and all other agreements and communications, oral or written, between myself and any Party with respect to such matters. This Agreement may not be amended or supplemented except by a writing signed by the Foundation referencing this Agreement.

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

Signed: _____
(Signature)

Date: _____

State/ Province: _____

Witnessed by:

Signed: _____
(Signature)

Printed Name: _____

Date: _____