



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.