

THIS RELEASE, WAIVER, INDEMNITY & HOLD HARMLESS AGREEMENT AND AUTHORIZATION & RELEASE (this "Agreement") is made and entered into by and among Dr. Mark Westfall, Westfall Psychiatric Services, P.C., Birmingham Mountain Radio, "Oh Brother Radio", the "Let's Think On It" podcast, the Housecalls Lecture Series, and any of their affiliates, (together, the "Companies"), and the person or entity named on the signature page herein below, including all related and associated persons (the "Guest"). Companies and Guest are sometimes referred to herein collectively as the "parties" and individually as a "party."

WHEREAS, the Companies desire the opportunity to host the Guest on one or more radio shows and/or podcasts produced or controlled by the Companies (singularly referred to as a "Show" or plurally as the "Shows") and the Guest desires to appear on the Shows as a guest; and

WHEREAS, the Companies have provided the Guest temporary permission to be present at the Shows, pursuant to the terms and conditions hereof, and such other agreements as exist between the parties.

NOW THEREFORE, for and in consideration of the premises and the agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties, intending to be legally bound hereby, agree as follows:

1) **Permission.** Appearance on the Shows by Guest is within the sole and absolute discretion of the Companies. This Agreement does not guarantee an appearance on the Shows by Guest. Nor does this Agreement guarantee any play or performance through any media of recorded Shows on which Guest was interviewed. Any permission to appear on the Shows granted to Guest by the Companies may be revoked at any time, and such permission will automatically terminate as of the date described in any communication from the Companies to the Guest, whether in writing, by telephone, electronic media, or otherwise.

2) **Guest Representations.** Guest understands and agrees that the Companies would not permit Guest to be interviewed for the Shows or appear on the Shows unless Guest agrees to the terms of this Agreement and executes this Agreement as set forth herein. Guest understands and agrees to comply with all directives of the Companies and all applicable statutes, ordinances, regulations and other laws or rules while on the Shows or traveling to or from the Shows. **Guest acknowledges and agrees that any statements made by Guest related to the Shows may appear in the public domain and will be broadcast on the radio and through the internet, possibly on multiple occasions. Guest represents and warrants that Guest has valid permission to share any information shared or described by Guest during interviews, discussions or recordings for the Shows, or at any other time.**

3) **Authorization and Release of PHI.** If Guest is or has been a patient of the Companies, Guest hereby authorizes the use, release and/or disclosure of Guest's protected health information ("PHI") as described herein, consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). With this signed Agreement, Guest specifically authorizes Dr. Mark Westfall and Westfall Psychiatric Services, P.C. to use, release and disclose Guest's PHI related to the content or topic of the Show for which Guest is interviewed or appears, or other related or subsequent Shows, for the purpose of producing the Shows. Any such disclosures may be for marketing purposes, and if so, such disclosures will involve financial remuneration to the Companies and/or Dr. Westfall and/or Westfall Psychiatric Services, P.C. Guest further understands that any such disclosure constitutes a "sale" of Guest's PHI and, such disclosure will result in remuneration to the Companies. This authorization shall expire on the completion of the publication and re-broadcast of any related Shows. Guest acknowledges and agrees, however, that any recordings made of or for the Shows on which Guest is a guest may be re-broadcast or posted on the internet or other electronic media in perpetuity. Guest understands and agrees that Guest may revoke this Agreement at any time in writing except to the extent that the Companies have already relied upon this Agreement. Written revocation must be sent to Dr. Mark Westfall at the current offices of Westfall Psychiatric Services, P.C. Guest acknowledges that treatment and payment may not be conditioned upon a signed Agreement. Guest understands and agrees that information, including PHI, authorized to be used, released, and disclosed pursuant to this Agreement may be subject to re-disclosure by any recipients or the audience of the Shows and that upon publication any information Guest discloses will be in the public domain.

4) **Guest Assumption of Risk.** In voluntarily choosing to participate in recording or publishing the Shows, Guest understands and acknowledges any and all risks associated with, related to, or arising out of such appearance or participation. Guest appreciates the risk and danger of harm, and Guest voluntarily assumes any and all such risks. Guest further fully and freely waives notice of, acknowledges and assumes any and all dangers and risks, whether known or unknown, which may result in damage to Guest, personal injury or death, or reputational harm to Guest or any persons related to Guest. Further, Guest will give notice of any dangers and risks to parties related to Guest. Guest agrees that none of the Companies, nor any of its or their employees, agents,

members, managers, owners, officers, directors or other representatives, or any of their successors or assigns, (the “Released Parties”), have any duty to make safe any part of the Shows or the appearance thereon by Guest.

5) **Waiver, Release, Indemnification.** Guest voluntarily waives, releases, discharges, and covenants not to sue the Released Parties, and will assume liability for, indemnify, defend and hold harmless the Released Parties from any and all suits, actions, claims, causes of action, demands, damages, liabilities, obligations, losses, penalties, expenses, court costs, and attorneys' fees of whatever kind and nature imposed on, asserted against, or incurred by the Released Parties, whether arising out of or relating to any loss, damage or injury, including bodily injury or death, reputational harm, libel, defamation, or other claim that may be sustained by Guest, Guest’s family, and related or associated persons, whether caused by the negligence of the Released Parties or from whatever cause, while appearing on the Shows, or any discussions or meetings related thereto, or while in, on, or upon the premises of the Companies, or while in transit to or from the Shows, and whether or not caused in whole or in part by (i) the condition of the premises of the Companies, or (ii) the actual or alleged negligence or other fault of any Released Parties, their invitees or licensees. Guest hereby irrevocably grants to the Companies a royalty-free, fully paid-up, perpetual, transferable, worldwide non-exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, offer to sell, sell, import and otherwise distribute any or all work product or intellectual property rights of whatever nature, and whether registered or unregistered, which are used in the Shows, relate to the Shows, or are created or utilized in preparation for the Shows.

Without in any way limiting the preceding paragraph, Guest further agrees to assume all liability for and agrees to defend, indemnify, and hold harmless Released Parties from all loss, damage, cost and expense, including all attorney’s fees, incurred by the Released Parties arising out of any claim or lawsuit, or government investigation for improper disclosure of PHI, whether the PHI of Guest, or persons known by Guest, including but not limited to family members, colleagues, or friends of Guest. Guest agrees to pay the Companies, or to pay on Companies’ behalf, a reasonable attorney or other professional fee in the event the Companies employ an attorney or other professional to prevent the Guest from violating, or to rectify the violation of, any of the terms, conditions, or covenants on the part of the Guest herein contained. Guest further agrees to pay all other reasonable costs incurred by the Companies in securing the performance by Guest of all terms, conditions, or covenants of this Agreement.

6) **Assignment and Delegation Prohibited:** Guest shall be absolutely prohibited from assigning or delegating (or attempting to assign or delegate) this Agreement (or any right, obligation or performance hereunder).

7) **Binding Agreement.** Guest agrees that this Agreement will be binding on Guest, Guest’s representatives, family, affiliates, assigns, and any person on or about the Shows while Guest is permitted access to the Shows.

8) **Miscellaneous.** Guest agrees that in the event any part of this Agreement shall be held to be invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes. This Agreement will be governed by and construed under the laws of the state of Alabama without regard to conflicts-of-laws principles that would require the application of any other law.

Guest has read the above and foregoing Agreement and fully understands its contents and binding effect and Guest is signing this Agreement knowingly and voluntarily.

“GUEST” (OR PARENT/GUARDIAN ON BEHALF OF A MINOR UNDER AGE 19)

Printed Name: _____

Signature: _____

Minor’s Printed Name if applicable: _____

Date: _____

“COMPANIES”

Westfall Psychiatric Services, P.C. Birmingham Mountain Radio, “Oh Brother Radio”, the “Let’s Think On It” podcast, the Housecalls Lecture Series

Signature: _____

Name: _____

Title: _____

Dr. Mark Westfall