



## GRANT OF LICENSE AND RELEASE OF LIABILITY

This Grant of License and Release of Liability Agreement (the "Agreement") is entered into by and between Traeger Pellet Grills LLC ("Traeger") and the undersigned (the "Participant") as of the date set forth on the signature page hereto. Each of Traeger and the Participant are referred to herein as a "party" and collectively the "parties."

For consideration acknowledged and received, the parties agree as follows:

1. The Participant hereby grants and permits use of its name, likeness, photograph, caricature, image, voice, persona, signature and biographical information (each and collectively herein, "Publicity Rights") in any media now in existence or hereafter devised, to make Participant available to be filmed or photographed using, wearing or otherwise exhibiting products produced or sold by Traeger (the "Endorsed Products"), and to permit images, photographs or video footage of Participant and/or Participant's Publicity Rights to be used in connection with any Endorsed Products, advertising or promotions or to be licensed by Traeger in connection with Endorsed Products or any of Traeger's logos or other intellectual property. Participant agrees that the foregoing rights or any portion thereof may be used by Traeger, its licensees, distributors, agents and designees (collectively, the "Designees").
2. Participant agrees that Traeger, its officers, directors, employees, shareholders, licensees, distributors, agents and affiliated persons and entities (collectively with Traeger, the "Traeger Parties") shall not be liable for any injury, loss or damage sustained by Participant in any activity Participant undertakes in conjunction herewith, whether or not such activity is requested or suggested by Traeger. Accordingly, Participant agrees to waive and forever forego any claim against any of the Traeger Parties arising from any injury, loss or damage sustained by Participant or any third party arising out of Participant's obligations hereunder this Agreement or Participant's relationship with Traeger or due to Participant's actions or omissions. Participant agrees to indemnify, defend and hold the Traeger Parties harmless from all claims related hereto arising from such injury, loss or damage, including defense costs and attorney fees incident to such claims.
3. Any dispute arising hereunder shall be brought and litigated in the State or Federal courts located in Utah, and, by signing below, Participant hereby expressly consent to the exclusive jurisdiction and venue of such courts in any such action. This Agreement and the terms hereof shall be interpreted according to Utah substantive law. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. No waiver of any breach of any provision hereof shall be deemed a waiver of any preceding or succeeding breach. All rights and remedies of Traeger set forth herein shall be cumulative.