

Waiver and Release of Liability and Agreement for Participation

The undersigned has voluntarily chosen to participate in the bike build, bike load, bike delivery or other activity (collectively the “Activities”) of **Elves & More Northeast Ohio**, an Ohio non-profit corporation (“**E&M NEO**”).

In consideration of the opportunity to participate in the Activities, the undersigned, on behalf of himself/herself and his/her heirs, personal representatives and assigns, hereby releases: (1) E&M NEO, (2) the owner(s) of the facility at which the Activities are conducted (the “Facility”), (3) the lessee(s) or other occupants of the Facility, (4) E&M NEO’s transportation partner, **XPO Logistics, Inc.**, (5) each and every other affiliate of E&M NEO who participates in any way in the Activities, and (6) each of their respective governing bodies, shareholders, members, managers, employees, trustees, directors, officers, agents, attorneys, heirs, personal representatives, successors and assigns (collectively, the “**E&M NEO Releasees**”) from any and all liability, damages, injuries, claims, causes of action, costs or expenses which may in any way arise as a result of or related to my participation in the Activities or in any way related to my presence at the bike build, bike load, bike delivery, other activities or the Facility, including, but not limited to, injuries and damages occurring during the Activities. The undersigned hereby acknowledges that he/she is engaging in the Activities with full and complete knowledge of the dangers, risks, potential for injuries and severity of such injuries involved by his/her participation therein. The undersigned assumes, will be responsible for, and will indemnify, defend and hold the E&M NEO Releasees harmless from, any and all liability, damages (including reasonable attorney fees and court costs), injuries, claims, causes of action, costs and expenses suffered by the undersigned that may in any way arise as a result of or relate to the undersigned’s participation in the Activities, or presence at the Facility.

The undersigned, on behalf of himself/herself and his/her heirs, personal representatives and assigns, hereby remises, releases and forever discharges the E&M NEO Releasees from any and all debts, demands, actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, claims, liabilities costs and expenses whatsoever of every name and nature, whether known or unknown, whether existing now or which arise at any time in the future, whether or not well founded in fact or in law, and whether in law or equity or otherwise, which the undersigned can, shall or may have against the E&M NEO Releasees for or by reason of the Activities.

The undersigned hereby states that he/she has carefully read the foregoing Release of Liability Form and knows, understands and agrees to the contents thereof, and that his/her signature is affixed to this Release of Liability Form as his/her own free act and deed.

Please Print Name of Participant

Signature of Participant

Date

Signature of Parent/Guardian if Participant is a Minor

Please Print Name of Participant

Signature of Participant

Date

Signature of Parent/Guardian if Participant is a Minor

Please Print Name of Participant

Signature of Participant

Date

Signature of Parent/Guardian if Participant is a Minor

Please Print Name of Participant

Signature of Participant

Date

Signature of Parent/Guardian if Participant is a Minor