



WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, and COVENANT NOT TO SUE AGREEMENT

Between SIMPLY GIVE, INC. and SIMPLY GIVE, INC.,
d.b.a. LITTLE GIVERS CLUB



&

FULL NAME (please print) _____

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SIMPLY GIVE, INC., d.b.a. LITTLE GIVERS CLUB AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

IN CONSIDERATION of **SIMPLY GIVE, INC. and SIMPLY GIVE, INC., d.b.a. LITTLE GIVERS CLUB** and any of their administrators, officers, employees, agents, servants, founders, members and any affiliates (collectively the "Released Parties") allowing me to participate in any and all recreational activities or events held by the Released Parties' including but not limited to the Heart for the Homeless event held at the Cathedral of Life Church, 4111 38th St. NW, Canton, Ohio 44717 (collectively the "Activities"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, Indemnity and Covenant Not to Sue Agreement (the "Agreement"):

1. I understand and acknowledge that the Activities may be inherently dangerous and represent an extreme test of a person's physical and mental limits and condition. The Activities have been fully explained to me and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in my traveling to and from the Activity, and in any independent activity I undertake supplemental to the Activity. These dangers, hazards, and risks can result in injury and impairment to my body, general health, well-being, personal property, property under my responsibility, and could include serious or even fatal injuries or damages. These dangers, hazards, and risks include those foreseen and unforeseen, known and unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties.

2. I HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO SUFFERING, DEATH OR DISABILITY, that may be sustained by me or any of the property belonging to me or under my personal liability, WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASED PARTIES or otherwise, while participating in the Activity, in my traveling to and from the Activity, and in any independent activity I undertake supplemental to the Activity.

3. I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities.

4. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the Activities take place, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss(es) or expense(s), including court costs and reasonable attorney's fees of any kind of nature ("Liability") which may arise out of, result from, or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf,

make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such a claim.

5. I further agree that this Agreement expresses a full and complete settlement of liability on my part, regardless of the adequacy of the aforesaid and that the acceptance of this release shall not operate as an admission of the liability on the part of anyone, nor as estoppel, waiver, or bar with respect to any claim the parties released may have against the undersigned.

6. I further understand that **SIMPLY GIVE, INC. d.b.a. LITTLE GIVERS CLUB** does not maintain any insurance policy covering any circumstances arising from my participation in the Activity. As such, I am aware that I should review my personal insurance coverage.

7. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Ohio.

I HEREBY WARRANT THAT I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS AND CONDITIONS, ACKNOWLEDGE THAT I WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT (INCLUDING THE RIGHTS OF THE MINOR, MY SPOUSE, CHILDREN, PARENTS, GUARDIANS, HEIRS AND NEXT OF KIN, AND ANY LEGAL AND PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS), ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, AND INTEND FOR MY SIGNATURE TO SERVE AS CONFIRMATION OF MY COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES REGARDING THESE ISSUES AND NO ORAL REPRESENTATION(S), STATEMENT(S), OR INDUCEMENT(S) HAS/HAVE BEEN MADE APART FROM THIS AGREEMENT. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

NAME OF PARTICIPANT (PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/___

SIGNATURE OF PARTICIPANT (Unless less than 18): _____ DATE: _____

If additional children with the same Parent or Guardian, list additional below:

NAME OF PARTICIPANT (PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/___

NAME OF PARTICIPANT (PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/___

NAME OF PARTICIPANT (PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/___

Parental Consent (required if the participant is less than 18 years of age) As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor’s participation in the Activities. If, despite this Agreement, I, or anyone on the minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

NAME OF PARENT/LEGAL GUARDIAN (PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/___

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____ DATE: _____