



Transferee Waiver Form

Reference is made herein to the Agreement for Handling and Storage of Biological Materials (“**Agreement**”) between the animal (“**Animal**”) owner (“**Owner**”) and Elite Embryo (or “**EE**”). Pursuant to that Agreement, Elite Embryo has agreed to store biological materials (“**Biological Materials**” or “**Frozen Biological Materials**”) collected from Animals owned by the Owner. In accordance with that Agreement, Owner has requested that Elite Embryo transfer Biological Materials to the undersigned transferee (“**Transferee**”). As a condition to such transfer, Transferee hereby agrees and acknowledges that:

No Breeding Warranties

Elite Embryo makes no representation or warranty that a successful birth will result from any breeding using Biological Materials handled by EE. Elite Embryo recommends that Owners and Transferees use trained veterinarians to conduct transfers with frozen embryos to maximize the chances of a successful breeding.

Breed Registration

Elite Embryo shall not be responsible for breed registration, or for providing documentation in support of breed registration, for any offspring resulting from insemination using Biological Materials handled by EE.

No Liability for Acts or Omissions of Third Parties or Transferees

Elite Embryo expressly disclaims any liability for the acts or omissions of veterinarians, Owners, Transferees, or any other persons or entities who are not officers, directors, agents, or employees of Elite Embryo. Elite Embryo expressly disclaims liability for a Transferee’s failure to follow post thaw/ thawing instructions sent from EE to the Transferee.

No Liability for Import / Export Requirements.

Elite Embryo shall not be responsible for collected Biological Materials that fail to meet government import or export requirements where applicable. Current country-specific requirements for import or export shall be provided by the Owner for EE’s consideration prior to shipment to a Transferee.

Force Majeure.

Elite Embryo disclaims liability for any delay, damage, loss, or non-performance caused by persons, events, conditions, or circumstances beyond the reasonable control of Elite Embryo,



including but not limited to Owner's acts, Transferee's acts, delay or non-performance of a subcontractor or subcontractor's supplier, government acts or orders, equipment failure, extraordinary natural events, fire, explosion, typhoon, flood, earthquake, tide, lightning, material shortage, labor shortage, labor dispute, transportation failure or delay, default of a common carrier, embargo, disease, pandemic, public health emergency, riot, civil unrest, or war. If any of the foregoing events occur, Elite Embryo's sole liability will be the return of prepaid fees for Services not rendered.

Assumption of Risk; Release

Transferee hereby acknowledges that Elite Embryo's Services carry inherent risks to Biological Materials, including but not limited to equipment failure, storage failure, transportation failure, thawing, lost or misplaced shipments, and acts or omissions by Elite Embryo officers, directors, agents, employees, or affiliates. Transferee hereby assumes all such risks, and Transferee releases and holds harmless Elite Embryo and its respective officers, directors, agents, employees, affiliates, shareholders, successors, and assigns (collectively, the "EE Released Parties") from and against any claims, demands, and liabilities which Transferee or Transferee's successors and assigns may have, now or in the future, known or unknown, which may arise or result from Transferee's participation in this Agreement. IN NO EVENT SHALL ELITE EMBRYO BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE VALUE OF ANY ANIMAL BIOLOGICAL MATERIALS WHICH ARE HEREBY EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER ELITE EMBRYO HAS BEEN ADVISED OF EITHER THE POSSIBILITY OF SUCH DAMAGES OR OF THE VALUE OF THE BIOLOGICAL MATERIALS.

Name	
Signature	
Date	