

EVENT PARTICIPANT AGREEMENT, WAIVER & RELEASE

In consideration of being permitted by M Financial Holdings Incorporated (“**M Financial**”) to participate in the Magnet event and related activities (collectively, the “**Event**”), and in recognition of M Financial’s reliance hereon, I agree to all the terms and conditions set forth in this Event Participant Agreement, Waiver and Release (this “**Agreement**”).

I hereby waive and release all claims, demands, and causes of action whatsoever, now or hereafter known, against M Financial, its affiliates, and its and their respective officers, directors, employees, agents, owners, successors, and assigns (each a “**Released Party**” and collectively the “**Released Parties**”), arising out of or directly or indirectly related to the Event or my participation in the Event, whether arising out of the ordinary negligence of M Financial or any other Released Party or otherwise. I covenant to not make or bring any such claim, demand or cause of action against M Financial or any other Released Party, and forever release and discharge M Financial and all other Released Parties from liability under such claims, demands, and causes of action. This waiver and release does not extend to claims for gross negligence, willful misconduct or any other liabilities that applicable law does not permit to be released by agreement.

I understand that by consenting to this Agreement, I am waiving any and all claims, demands, and causes of action of any kind arising out of or attributable to my participation in the Event, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER ANY STATUTE, CONSTITUTION, TREATY, REGULATION OR COMMON LAW DECISION WHICH PURPORTS TO LIMIT THE EFFECTIVENESS OF A GENERAL RELEASE.**

I acknowledge that I or my agents may hereafter discover facts or circumstances different from or in addition to those now known or believed to be true with respect to the claims released herein and declare that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts or circumstances.

I AM AWARE AND UNDERSTAND THAT THE EVENT IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISEASE, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISEASE, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF M FINANCIAL OR ANY OTHER RELEASED PARTY OR OTHERWISE.

I understand that none of the Released Parties maintains supervision or control over the personnel, equipment or operations of any air, water or surface carrier, transportation company, hotel, restaurant or other third party furnishing goods or services as part of, or in connection with, the Event (each a “**Service Provider**”). Without limiting any provision in this Agreement, under no circumstances shall any Released Party be liable for any injury, disease, disability, death, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to, in whole or in part, by (a) any act or omission of any Service Provider or any other person or entity not under the direct control and supervision of such Released Party; (b) any defect in, or failure of, any vehicle or vessel used in connection with the Event; or (c) any other cause, condition or event whatsoever beyond the direct control of such Released Party, including, without limitation, interpositions of any government or any subdivision or agent thereof, acts of God, strikes, fire, flood, weather, war, rebellion, terrorism, insurrection or pandemic.

I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Event while participating in the Event. I will also follow all instructions, recommendations, and cautions of M Financial at all times during the Event, including any health and safety protocols.

I will defend, indemnify, and hold harmless M Financial and the other Released Parties against all losses, damages, liabilities, claims, judgments, settlements, penalties, fines, costs, and expenses of any kind

(including attorneys' fees) that (a) are incurred by or awarded against M Financial or any other Released Parties, (b) arise out of or result from any claim of a third party, and (c) relate to my participation in the Event.

I consent to receive from any licensed hospital, physician or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Event. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation.

I hereby give consent to M Financial, its affiliates, subsidiaries, successors, and contractors (collectively, "M Financial") to video and/or photograph my image and/or voice to be used in the following ways: (a) company intranet and internet accessible by M Financial employees and accessible via the World Wide Web to anyone; (b) printed employee newsletter; (c) Printed client/customer newsletter; and (d) printed annual report. I hereby release M Financial and its legal representatives for all claims and liability related to said images, audio, or video. I understand that no special compensation will be provided to me for use of my image or voice, and that I may not necessarily be informed in advance of their specific use.

Standards of conduct: I agree to abide by the following standards of conduct:

All members of the M Community are entitled to be treated professionally and with respect at all times and in all settings. The following will not be tolerated: (a) any form of abusive communication, including profane language, threats, and demeaning, belittling, or insulting remarks; (b) conduct that creates an intimidating, offensive or hostile environment; (c) any form of discriminatory behavior; or (d) any form of harassment based on sex, sexual orientation, gender identity, age, race, national origin, religion, or disability. Harassment may include, but is not limited to, sexual remarks, sexual visuals (pictures, cartoons, etc.), unwanted physical contact, commentary on physical attributes or characteristics, ethnic slurs, racial jokes, religious slurs or other forms of offensive conduct.

This Agreement constitutes the entire agreement of M Financial and me with respect to the subject matter hereof and supersedes any other written and oral understandings or agreements with respect thereto. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement or render unenforceable such provision in any other jurisdiction. This Agreement binds and inures to the benefit of M Financial, the other Released Parties, and me, and our respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this A may be brought only in the federal and state courts located in Multnomah County, Oregon, and I consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE M FINANCIAL OR ANY OTHER RELEASED PARTY. I FURTHER ACKNOWLEDGE MY AGREEMENT TO ADHERE TO THE STANDARDS OF CONDUCT OUTLINED ABOVE.

Signature

Date

(Participant name)