

Waiver and Release

This Waiver and Release Agreement (“Agreement”) is made between The Crafty Chef Academy, LLC and its officers, members, managers, employees, agents, contractors, representatives, sub-licensees, affiliates, subsidiaries, successors, partner facilities, agents (collectively the “Company”) and _____ (“Participant” (collectively the “Parties”).

By registering for any activity offered by the Company, the Participant agrees to the following terms and conditions. Participant understands that the Company develops the curriculum and implements the operations of the classes offered.

REFUND POLICY

A full refund will be granted if cancellation occurs 1 week before the scheduled class (a credit for another class will be given if less than 72 hours from the scheduled class). This is because materials, ingredients and the like must be ordered in advance.

PRIVACY POLICY

By registering for a class offered by the Company, Participant agrees to receive a class email confirmation and e-newsletter enrollment for the purpose of receiving information from the Company. Participant may unsubscribe at any time. No information will be sold to a third party.

WAIVER & RELEASE OF LIABILITY

Participant hereby assumes all of the risks in the participation of any activity being offered by the Company. Participant hereby understands that the activities will include kitchen appliances, tools and utensils that may be dangerous and/or injurious.

On behalf of Participant and the Participant’s heirs, assigns, administrators, successors, and next of kin, Participant waives all claims of carelessness, negligence, gross negligence, recklessness, injuries or death sustained Participant and all claims of damages or injuries sustained to any property owned or being used by Participant which arise out of or relate to any of the activities offered by the Company.

On behalf of Participant and the Participant’s heirs, assigns, administrators, successors, and next of kin, Participant waives all claims for all damages, injuries or death sustained to Participant that may arise from negligence or carelessness on the part of the Company where such claims relate to dangerous or defective equipment, trade tools or fixtures or other property owned, maintained, or controlled by them.

Participant certifies that there are no health-related reasons or problems which may preclude the Participant from participation in any activities offered by the Company.

Participant further acknowledge that the Company is not responsible for the errors, omissions, acts, or failures to act of Participant in conducting a specific activity being offered by the Company.

Participant acknowledges that this waiver and release will be utilized by the event holders, sponsors, and organizers of the activity in which Participant may participate, and that it will govern Participant's actions and responsibilities at said activity.

FOOD ALLERGY DISCLAIMER

The Company makes every attempt to identify all ingredients in their recipes. Every effort is made to advise the Company's cooking instructors on the severity of food allergies. In addition, Company labels recipes with possible allergen-containing ingredients; however, there is always a risk of contamination. Participant must make the decision of enrolling based on this information and the possible health risk. There is also a possibility that manufacturers of the commercial foods Company uses could change the formulation at any time, without notice. Participants concerned with food allergies need to be aware of this risk. Company will not assume any liability for adverse reactions to food consumed, or items one may come in contact with while participating in any activities offered by the Company.

Participant understands that every attempt will be made to eliminate exposure and risk and agrees to indemnify, defend and hold harmless the Company, and its officers, members, managers, employees, instructors, agents, contractors, representatives, affiliates, sub-licensees, subsidiaries, successors, and partner facilities from any claims related to the Participant's consumption of or contact with any food that may occur during any activities offered by the Company.

MEDICAL TREATMENT

Participant consents to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness sustained during any activity offered by the Company. Participant further agrees that any medical costs related to medical treatment administered shall be the responsibility of the Participant.

INDEMNIFICATION

For all other claims not covered by any other section of this Agreement, including claims made by any third-parties, Participant agrees that it shall indemnify, defend and hold harmless the Company and its and officers, members, managers, employees, agents, contractors, representatives, affiliates, subsidiaries and successors from any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from any activities offered by the Company.

MODEL RELEASE

Participant gives the Company the irrevocable, perpetual, and unrestricted right to take and use photographs of the Participant taken by the Company (“Photographs”) in all forms, media and manners, in conjunction with the Participant’s or a fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes. Participant waives the right to review or approve the Photographs, the use of the Photographs, or the matter that may be used in conjunction with the Photographs now and in the future, regardless of whether that use or matter is known to Participant. Participant waives any right to royalties or other compensation arising from or related to the use of the Photographs. Participant releases, discharges, and agrees to hold harmless Company from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Photographs.

MISCELLANEOUS

This Contract shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of this Contract or any other provision hereof.

Any amendments or alterations to this contract shall be in writing. No delays or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party’s rights to enforce such provision.

This contract constitutes the entire agreement between both parties and will apply to all future transactions, unless otherwise agreed to. This Contract supersedes all prior understandings, oral or written.

Participant certifies that she/he has read this document and fully understands its content.

Participant’s Name

Participant’s Phone

Participant’s Email

List of Food Allergies/Sensitivities

Participant’s Signature

Signature Date