Releases

Photo Release:

By signing this form, I, as parent/guardian, permit the COOK! Programs to use pictures of my child(ren) as a program participant in promotional literature, videos, and COOK! Programs website. I understand my child(ren)'s name(s) will not be published.

Emergency Release:

The undersigned parent/guardian agrees that in case of an emergency at COOK! Programs involving their child, if they are unable to be contacted, the parent/guardian gives permission for staff personnel present to contact Emergency Medical Services and permit whatever treatment is deemed necessary by the medical specialists for the emergency.

Waivers and Informed Consent:

I, as parent/guardian, hereby assume all risks and hazards incidental to the conduct of the activities at COOK! Programs. My Child is fit for the program(s) in which I have enrolled him/her. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES FROM EVERY CLAIM AND ANY LIABILITY THAT I OR MY CHILD MAY ALLEGE AGAINST RELEASES (including reasonable legal fees and costs) AS A DIRECT OR INDIRECT RESULT OF INJURY OR DEATH TO ME OR MY CHILD BECAUSE OF MY CHILD'S PARTITIPATION IN ANY COOK! PROGRAMS CAMP, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES ON MY BEHALF OR ON BEHALF OF MY CHILD REGARDING ANY CLAIM ARISING FROM OR RELATED TO MY CHILD'S PARTICIPATION IN ANY COOK! PROGRAMS CAMP. I ACKNOWLEDGE THAT, BY SIGNING THIS DOCUMENT, I AM RELEASING COOK! PROGRAMS AND THEIR REPRESENTATIVES, AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS SIGN UP AND RELEASE FORM IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL ACTIVITIES IN WHICH MY CHILD ENGAGES DURING COOK! PROGRAMS' CAMPS, REGARDLESS OF WHETHER SUCH ACTIVITY IS A PART OF A FORMAL PROGRAM. I HAVE READ THIS RELEASE CAREFULLY BEFORE SIGNING. I UNDERSTAND WHAT THIS RELEASE MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I acknowledge, agree and represent that I understand the dangerous nature of Cooking Activities. I acknowledge that Cooking Activities entail known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, and damage to property or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that COOK! Programs assumes no responsibility for any injury to my Minor Child(ren) resulting from his/her/their participation in Cooking Activities, and I agree to assume all risk and bear full responsibility for any injury or damage my Minor Child(ren) may suffer while participating in Cooking Activities. My Minor Child(ren) has/have no physical or mental limitations which would preclude his/her/their safe use of the kitchen equipment and/or I assume all risks that may

be created by such limitations. I further certify that neither my Minor Child(ren) nor I am currently mentally impaired or under the influence of drugs or alcohol; and I am otherwise legally competent to understand and enter into this Agreement for and on behalf of my Minor Child(ren). I am assuming the hazard of this risk because my Minor Child(ren) wishes to cook at the COOK! Programs' facility. The risks outlined in this Agreement are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to Cooking Activities.

By registering for this program, I understand and agree that if a portion of the program is unable to be completed due to unforeseen circumstances under responsibility of COOK! Programs, I will receive a prorated credit on my account for the uncompleted portion of the program. I also understand that no refunds or proration will be given for any other reason.

Facility Rules and Agreements

My Minor Child(ren) will comply with the rules of the venue in which the program is housed, both written and as stated to him/her/them by COOK! PROGRAMS during his/her/their participation in Cooking Activities. My Minor Child(ren) will obey the COOK! Programs staff in regard to those rules as they affect his/her/their safety, other participants and observers, the property of COOK! PROGRAMS, and all resources used in conjunction with Cooking Activities. My Minor Child(ren) understands that COOK! PROGRAMS reserve the right to refuse or terminate his/her/their participation in Cooking Activities for any nondiscriminatory reason at any time. I have read this agreement, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law on behalf of myself and my Minor Child(ren). I also agree that if any portion of this Agreement is held to be invalid, illegal, or unenforceable, that portion of this Agreement shall be deemed separate, distinct and independent, and shall be ineffective to the extent it (i) invalidates the remaining provisions of this Agreement under applicable law or (ii) affects the legality, validity or enforceability of this Agreement. I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this Agreement.