

## HOLD HARMLESS AGREEMENT, WAIVER, and RELEASE

In consideration of being permitted by The Sizzle Kitchen LLC, dba Cook, Cork & Fork of 34 W. Palatine Rd., Palatine, IL 60067 to participate in its cooking class, I hereby forever and always waive, release, and discharge any and all claims for damages or personal injury, death, or property damage which I, or in the case of children's classes, my child, may have or which may hereafter accrue as a result of my/childs participation in said activity. This release is intended to discharge, in advance, Cook, Cork & Fork, it's owners as well as all members of its cooking school staff whether contracted or employed or volunteer, from and against any and all liability arising out of or connected in any way with any participation in said activity.

I understand that the above activity may be of a hazardous nature, including but not limited to food preparation, food handling, kitchen equipment, food consumption and that serious accidents and allergic reactions may occur during the above activity; that Cook, Cork and Fork continually uses and creates products that may contain known and unknown allergens including but not limited to dairy, tree nuts, glutens, shell fish and others, and that participants in the above activity may sustain personal injuries as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless Cook, Cork & Fork, it's owners as well as all members of its cooking school staff whether contracted, employed or volunteer, who might otherwise be liable to me or in the case of children's classes, my child. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold Cook, Cork & Fork, it's owners as well as all members of its cooking classes staff whether contracted, employed or volunteer, free and harmless from any loss, liability damage, cost, or expense which they may incur as a result of any injury that I or in the case of children's classes, my child may sustain while participating in said activity.

This waiver shall remain in full force for any future activities at Cook, Cork & Fork until I revoke in writing, which must be mailed to Cook, Cork & Fork at the address included above.

BY SIGNING THIS WAIVER, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND IT CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND COOK, CORK & FORK AND ANY OWNER STAFF MEMBER OR VOLUNTEER OF STORE OR COOKING CLASSES WHETHER CONTRACTED EMPLOYED OR VOLUNTEER.

### PHOTO/VIDEO RELEASE

By signing below, I fully understand that I and/or my minor child may be photographed or video-taped while attending a class or demonstration at Cook, Cork & Fork. I hereby surrender all property rights to said photos or videos and understand that Cook, Cork & Fork may or may not choose to use these photos or videos for media or promotional use now or in the future. I understand that if the photos or videos are used, it will be done so in a tasteful and respectful manner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Emergency Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name(s) of Minor Children: