



Hold Harmless Agreement, Waiver and Release ("Waiver")

In consideration of being permitted by Rosie's Gluten Free Sweets, Inc. to participate in a private cooking class, I hereby waive, release and discharge any and all claims for damages or personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, Rosie's Gluten Free Sweets, Inc., its officers, directors, members and managers ("Rosie's"), and all other members of its cooking school staff whether contracted or employed, from and against any and all liability arising out of or connected to in any way with any participation in said activity.

I understand that the activity that I am participating in may be of a hazardous nature and/or include physical and/or strenuous activity, that serious accidents occasionally occur during the said activity; and that participants in the said activity can occasionally 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 Rosie's Gluten Free Sweets, Inc., its officers, directors, members and managers, and all other members of its cooking school staff whether contracted or employed, who might otherwise be liable to me. I further understand and agree that this Waiver, release and assumption of risks is to be binding on my heirs and assigns.

In consideration for your participation in an event at Rosie's Gluten Free Sweets, and by signing this form, you acknowledge, agree and understand that your participation is voluntary and you assume risks associated with the activity in which you will be participating. If alcoholic beverages are consumed during an event, you understand that this may increase your risk of injury and agree not to operate a motor vehicle if you may be over the legal limit.

It is your express intent that this Waiver shall bind members of your family, heirs and/or representatives, if you are deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue One Life. I hereby further agree that this Waiver shall be construed in accordance with the laws of the State of Illinois, Cook County.

I hereby grant Rosie's Gluten Free Sweets, Inc. all rights and consent to copyright, use, re-use, publish or re-publish, copy, exhibit or distribute all photographs and/or video of myself to be used for the Rosie's Gluten Free Sweets, Inc. website and any Rosie's Gluten Free Sweets

educational, training or promotional electronic or printed material without restriction as to frequency or duration of usage and without compensation.

By signing this Waiver, I acknowledge that I have carefully read this **Hold Harmless Agreement, Waiver and Release** and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Rosie's Gluten Free Sweets, Inc. and any staff member of cooking class whether contracted or employed.

FOOD ALLERGIES AND SENSITIVITIES: Please contact us at least one week in advance if you have food allergies or sensitivities. You are responsible for advising us of the type and severity of your condition. We will try to accommodate you to the best of our ability, but please understand that menus are prepared in advance, and last-minute changes are generally not accommodated. Reactions due to food allergies and sensitivities are included as risks associated with culinary classes.

Children's Assumption of Risk, Release of Liability and Waiver

I represent that it is my desire and intent that the child identified above (my Child) participate in the activities at Rosie's Gluten Free Sweets, specifically including cooking class(es). I also represent that I have the authority to enter into this agreement on behalf of my Child as the Child's parent or legal guardian. I acknowledge that the participation of my Child in Rosie's Gluten Free Sweets cooking classes, which includes participating in activities related to preparing and eating food, involves known and unknown risks, including the risk of physical injury, death and other damage.

On behalf of my Child, I expressly and voluntarily assume any and all risks associated with participation in Rosie's Gluten Free Sweets cooking class(es) and eating the food prepared there. I understand that there are risks inherent in cooking and eating the food prepared, including but not limited to, slips, falls, cuts, burns, choking, food allergy reactions and other accidents and injuries that may arise from the activity of cooking and eating the food prepared in class.

In consideration for my Child being permitted to attend and participate in Rosie's Gluten Free Sweets cooking class(es) and any and all of the activities that are or might be associated with Rosie's Gluten Free Sweets, on my Child's behalf, I release and further agree to indemnify, defend and hold harmless Rosie's Gluten Free Sweets, including its members, managers, officers, owners, employees, agents, contractors, representatives, volunteers, interns, and insurers, from any and all claims, demands, actions, causes of action, lawsuits, expenses or losses (including attorney fees) whatsoever that could be brought by me, my Child or a third party acting on behalf of my Child or me for acts or omissions related in any way to, or arising out of, Rosie's Gluten Free Sweets classes and the preparation of food in that class for consumption.

I understand that at any classes, events or activities of Rosie's Gluten Free Sweets my Child may be photographed, filmed or otherwise have our activities recorded by Rosie's Gluten Free Sweets, its employees, agents or contractors. In further consideration for my Child I agree to have photographs taken of my child during class, some of which may be used in print and/or web for advertisement purchases of Rosie's Gluten Free Sweets. I hereby waive any and all rights to royalties, commissions or other compensation, and any and all rights of publicity or privacy, that my Child may have, now or in the future, related to the use of such content described above by Rosie's Gluten Free Sweets.

I understand that this is the entire agreement between Rosie's Gluten Free Sweets, their independent contractors, agents or employees, and me, and that it cannot be modified or changed in any way by the representations or statements of any employee, independent contractor, agent, volunteer or intern of Rosie's Gluten Free Sweets. I agree that this Agreement shall be governed and interpreted under Illinois law.

I acknowledge that I have read and understand this document, and by signing this form, I agree to the above waiver.

FOOD ALLERGIES AND SENSITIVITIES: Please contact us at least one week in advance if you have food allergies or sensitivities. You are responsible for advising us of the type and severity of your condition. We will try to accommodate you to the best of our ability, but please understand that menus are prepared in advance, and last-minute changes are generally not accommodated. Reactions due to food allergies and sensitivities are included as risks associated with culinary classes.

I agree that this Agreement shall be governed and interpreted under Illinois law.

I acknowledge that I have read and understand this document, and by signing this form, I agree to the above waiver.

Signature: _____ Date: _____

Print Name: _____