

Fit Kids Cooking, LLC

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER & PERMISSION TO USE IMAGE

By signing this Assumption of Risk, Release of Liability and Waiver, I represent that it is my desire and intent that the child identified in the registration form (my Child) may participate in the activities of Fit Kids Cooking, LLC, 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 participation of my Child in Fit Kids Cooking, LLC, 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 Fit Kids Cooking, LLC, cooking class(es) and eating the food prepared in class. 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 Fit Kids Cooking, LLC, cooking class(es) and any and all of the activities that are or might be associated with Fit Kids Cooking, LLC, on my Child's behalf, I release and further agree to indemnify, defend and hold harmless Fit Kids Cooking, LLC, 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, Fit Kids Cooking, LLC, classes and the preparation of food in that class for consumption.

I understand that at any classes, events or activities of Fit Kids Cooking, LLC, my Child may be photographed, filmed or otherwise have our activities recorded by Fit Kids Cooking, LLC, its employees, agents or contractors. In further consideration for my Child being permitted to attend and participate in Fit Kids Cooking, LLC, classes, I agree to allow the voice, image and likeness of my Child to be recorded and reproduced by photo, video, film, tape or any other media, including any electronic or digital media, and that such content may be used and reproduced for any legitimate purpose by Fit Kids Cooking, LLC, or its assigns. I agree that Fit Kids Cooking, LLC, Classroom shall own all copyrights in such content. 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 or exploitation of such content described above by Fit Kids Cooking, LLC. I understand that this is the entire agreement between Fit Kids Cooking, LLC, their agents or employees, and me, and that it cannot be

modified or changed in any way by the representations or statements of any employee, agent, volunteer or intern of Fit Kids Cooking, LLC.. I agree that this Agreement shall be governed and interpreted under Florida law. I acknowledge that I have read and understand this document, which affects my Child's and my legal rights, and I am signing it on behalf of the Child, as well as his/her heirs and assigns, who will be bound by all of its terms.

By signing this form, I agree to the above waiver:

Parent/ Legal Guardian

Date

Parent/ Legal Guardian

Date