

WAIVER AND RELEASE AGREEMENT (“AGREEMENT”)

By signing below, I agree for myself or on behalf of another as their legal guardian, to the following terms and conditions:

1. **Express Assumption of Risk Associated with Baking Activities.** Gravitare Queen City, Inc. (“Gravitare Queen City”) will be providing a fun and safe environment for children and adults with developmental disabilities (hereinafter referred to as “Baker” or “Bakers”) to have meaningful interactions with similar individuals and learn skills while baking natural dog treats (“Activity”). Gravitare Queen City will not be providing Bakers with access to knives, sharp utensils, or use of the stove or oven. However, the Activity will be taking place within a kitchen, and you understand that there are inherent risks associated with baking activities, interacting with other Bakers, and the kitchen itself. I acknowledge that I have been fully informed of the inherent hazards and risks associated with the Activity, including but not limited to:

- a. Risk of injury from the Activity or utensils/equipment utilized including the potential for disability or disfigurement like cuts or burns.
- b. My own negligence and/or the negligence of others, including but not limited to operator error.
- c. Contraction of a communicable and/or contagious illness, including but not limited to COVID-19/Coronavirus, even though Gravitare Queen City will take reasonable precautions to prevent the spread of illness, including but not limited to, enforcement of mask wearing, hand washing, and sanitization of all surfaces and equipment.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, injury, illness, or death.

2. **Sensitivities and Allergies.** While treats prepared by the Bakers are natural, they are not intended for human consumption, and Baker will not be permitted to consume the dog treats. Regardless of this restriction, I agree to notify Gravitare Queen City of any food sensitivities or allergies prior to the Activity. I acknowledge that any food prepared by Gravitare Queen City is not prepared in a nut-free environment. I waive any claims against Gravitare Queen City related to food allergies or sensitivities.

3. **Health Notification.** You agree not to bring the Baker to an Activity meeting if they are suffering from a contagious illness or if they have been exposed to someone with a contagious illness within the 14 days prior to the Activity. By signing below, I agree that while the Baker is participating in the Activity, I will notify Gravitare Queen City if me or the Baker has exhibited flu-like symptoms in the last 14 days, has been advised to remain in quarantine for an extended period of time, or if my child has been in contact with a person who has exhibited flu-like symptoms in the last 14 days or has been advised to remain in quarantine for an extended period of time. Gravitare Queen City reserves the right to prohibit any such individual from participating in the Activity and require such individual to leave the premises immediately. I warrant that, to the

best of my knowledge, neither I nor the Baker has any infectious, contagious, or communicable diseases.

In the event that the Baker becomes sick with a contagious illness after visiting Gravitare Queen City, I agree to notify Gravitare Queen City as soon as possible to enable Gravitare Queen City, in its discretion, to notify our staff and other Bakers who may have been exposed. Gravitare Queen City will refrain from sharing any personally identifying information with third-parties when providing information about potential illness exposure.

4. **Assessing Health and Safety of Baker.** Because Gravitare Queen City will be working closely with Bakers during the baking activities, you agree that you will disclose any preexisting, known physical and/or mental conditions that could impact Baker's ability to fully participate throughout the baking activity. This information shall be kept confidential by Gravitare Queen City and will only be used to best encourage Baker's full participation based on each Baker's individual needs and capabilities. You acknowledge and understand that Gravitare Queen City is not a physician or qualified to give medical advice and is not responsible for the administration of any medications during any Activity.

5. **Emergency Contact Information.** Gravitare Queen City requires that accurate and updated emergency contact information be retained for each Baker. It is your responsibility to update the Emergency Contact information if it changes after your signing of this Agreement and while Baker is still participating in baking activities. If Gravitare Queen City, in its sole discretion, believes that Baker is suffering from a medical emergency, Gravitare Queen City may contact Baker's Emergency Contact and emergency services to provide aid to the Baker. If Gravitare Queen City has a concern relating to the physical and/or mental capacity of the Baker where such capacity issues may be a danger to the Baker or other Bakers, Gravitare Queen City will contact the Emergency Contact. If a Baker becomes ill or disruptive during a baking activity, the Emergency Contact will be contacted and will be required to pick up the Baker immediately.

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

6. **Presence of Community Liaison.** Gravitare Queen City will have employees, contractors, or volunteers affiliated with the charity assisting throughout the baking activities. Additionally, each Baker will be paired with a community liaison who will assist the Baker with all hands-on activities relating to the baking activities, such as measuring, mixing, filling molds, labeling packaging and sales. You acknowledge that the Baker's designated community liaison must be present through the entire Activity. If a Baker is unaccompanied by a community liaison, or in the event that a community liaison is unable to remain through the duration of the Activity, the Baker will be unable to participate in the Activity and the Emergency Contact will be required to pick up the Baker immediately.

7. **Release of Liability, Waiver of Claims, and Indemnity Agreement.** In consideration of being permitted to participate in the Activity, I hereby agree, acknowledge and appreciate that:

- a. I, on behalf of myself or on behalf of another as their legal guardian, hereby waive and release all rights, causes of action and claims against Gravitare Queen City and its owners, agents, and employees, for any and all loss of or damage to property or injuries suffered by the Baker or myself during the Activity, whether caused by negligence or otherwise.
- b. I, on behalf of myself or on behalf of another as their legal guardian, agree to indemnify, defend and hold harmless Gravitare Queen City, Inc., its owners, agents, and employees, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the actions or omissions of me and/or my child(ren), my agents, family members, my ward(s), and other related parties.

8. **Entire Agreement.** By entering into this Agreement, I am not relying on any oral or written representation or statements made by Gravitare Queen City or its owners, agents, and employees, other than what is set forth in this Agreement.

9. **Severability.** This Agreement shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

10. **Photo Release.** I hereby give Gravitare Queen City and its owners, agents, and employees a worldwide, absolute and irrevocable right to use, reproduce, print, and/or publish photographs, video, and/or audio recordings of the Activity which may include my likeness and/or my child's and/or ward's likeness, and use such photographs, video, and/or audio recording in all media and in all manners in connection with Gravitare Queen City's business, products and/or services. I waive any right to inspect, modify, or approve any photographs, video, and/or audio recordings, and I waive any right to compensation for the use and reproduction of such photographs, video, and/or audio recordings.

I HAVE READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT. I REPRESENT THAT I HAVE THE AUTHORITY TO SIGN ON BEHALF OF THE BAKER.

Signature

Date

Printed Name

Name of Baker, if different from name of Signer (if applicable)

