

# Le Petit Whisk Dessert & Pastry Classes

The Dessert & Pastry Classes Terms and Conditions constitute a legal and binding contract between Le Petit Whisk, LLC (“LPW”) and you (the “Agreement”). By registering for a class, you are agreeing to be bound by all provisions in this Agreement at the time of your acceptance.

**\*\*Registrants must be 17 years of age or older to participate in classes\*\***

**\*\*Recipes may include milk, eggs, wheat, tree nuts, or peanuts\*\***

**\*\*The kitchen is also used for preparing foods with fish, shellfish, gluten, nuts and soy\*\***

## Reservation Policy

- Payment in full is required at time of registration by credit card or gift certificate. If you wish to pay by cash or check, please contact LPW at [lepetitwhisk@gmail.com](mailto:lepetitwhisk@gmail.com) or 603-318-1800 for alternate payment arrangements.
- For group events, please contact LPW at [lepetitwhisk@gmail.com](mailto:lepetitwhisk@gmail.com)
- LPW reserves the right to cancel a class due to low enrollment or other extenuating circumstances. If this happens all participants will receive a full refund or credit to another class.
- LPW may substitute food items based on availability
- Payments will be processed at the time of registration.
- Once you complete the registration and LPW receives payment in full, you will receive a registration confirmation. Please notify LPW if you do not receive a confirmation.

## Cancellation Policy

- All cancellations require a 7 day notice from the time of the scheduled class for a full refund or class credit. A class credit can be used for another class at the same cost.
- If you cancel within 7 days of the scheduled class time, LPW will not be able to offer you a full credit or class transfer. You may send another participant in your place if you are unable to attend class, provided they meet the minimum age requirement. If LPW is able to fill your space, we will issue you a partial refund.
- As a courtesy, we may send a reminder email prior to your scheduled class, though LPW cannot guarantee that a reminder will be sent. Participants are responsible to arrive on time for class. LPW cannot provide refunds or credits when a participant fails to attend a reserved class.

### **Staying Safe & Healthy**

- You are responsible for: (I) informing LPW if you have any medical and/or food allergies; and (II) avoiding any contact with such medical and/or food allergies. LPW may attempt, but cannot guarantee, to accommodate your allergies. It is your responsibility to prevent allergic reactions.
- You should be dressed comfortably but with safety in mind. Flip-flops and open toed shoes are NOT permitted in the kitchen. Do not wear loose clothing that could get caught in the machinery or equipment. Jewelry should not be worn. You should wear hair clips or bands to pull long hair back.

### **Consent Form, Assumption of Risk, Waiver and Release**

The class or classes I am registering to take with LPW LLC are for the purpose of learning to make pastries and desserts, which involves preparing, cooking, and baking food. Like all cooking and baking activities, certain risks and dangers arise, not all of which can be described herein, but may include, without limitation, cuts, scrapes, scratches, puncture wounds, thermal burns, chemical burns, scalds, injuries from using cooking equipment and instruments, eye injuries or irritation, skin irritations, allergic reactions, food poisoning, slips, falls,

and choking. I have read the aforementioned risks and I am familiar with the nature of the classes and activities involved in the pastry and dessert classes. I understand and appreciate the inherent risks and the types of injuries that may occur as a result of my participation. I assert that my participation in LPW's classes or activities is voluntary and I knowingly assume all risks associated therewith.

I understand that I am ultimately responsible for maintaining the quality of the food I prepare, cook and eat during any class or after any class. I alone am responsible for protecting myself against allergic reactions pertaining to food.

Further, in consideration of my ability to participate in a class or activity, I do hereby waive, release, indemnify and shall hold harmless LPW and its owners, members, managers, officers, directors, chefs, employees, attorneys, agents, and assigns (collectively, the "Released Parties"), from and against any and all demands, claims, losses, injury, damages, liability, attorney fees, costs, and/or expenses of litigation, in law or in equity, whether known or unknown, that have arisen or may arise from my participation in or attendance at any classes or activities provided by LPW, or from my use of any recipe, skill, technique, or method learned from LPW or in any of LPW's classes or activities. Further, I promise not to sue any of the Released Parties for such demands, claims, or liability.

## **Recipes**

At the end of the course, recipes will be given to participants for the food items produced. LPW hopes you will use these recipes for personal use. However, these recipes are and remain the intellectual property of LPW.

You may not use LPW's recipes for any commercial use. LPW reserves the right to take judicial action to prevent any unauthorized use of LPW's recipes.

## **Photographs, Videos & Recordings**

For privacy purposes, and to protect LPW's intellectual property, you may not make video, audio or any other recordings of any of LPW's

classes or activities without first obtaining LPW's prior written consent. You may take photographs of your participation in LPW's classes and activities for personal use; provided however that you obtain consent of any other participants or any chef or employee of LPW included in such photographs.

Unless you provide LPW with written notice to the contrary, prior to your participation in any LPW class or activity, you agree that LPW may take photographs or make video, audio, or other recordings of such class or activity, and hereby grant LPW permission to use such photographs or recordings, along with your image, voice, performance, or likeness, on LPW's website, for marketing and advertising purposes, in connection with media releases, for informational purposes, and for any other commercial purpose reasonably related to LPW's business as determined by LPW.