

ACTIVITY WAIVER & RELEASE

This activity waiver & release (this “Agreement”) is dated **August 13th, 2021**, and is between _____ (the “Participant”) and **Rome 1nc., LLC** (the “Activity Provider”).

The Participant and the Activity Provider (collectively, the “Parties”) agree as follows:

CONSIDERATION

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury or illness to person or property, including injury or illness resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant’s participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant understands it would not be permitted to participate in the activity described below unless it signed this Agreement.

DETAILS OF ACTIVITY

3. Scheduled for **August 13th to August 15th**, the Participant will participate in the following activity:

a. FoodiePalooza

CONCURRENT RELEASE

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant’s spouse, heirs, executors, administrators, legal representatives and assigns.

FITNESS TO PARTICIPATE

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity. If required, the Participant will obtain a medical examination and clearance.

FULL AND FINAL SETTLEMENT

- 6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
- 7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss, illness or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
- 8. This Agreement contains the entire agreement between the Parties and the terms of this Agreement are contractual and not mere recital.

GOVERNING LAW

- 9. This Agreement will be construed in accordance with and governed by the laws of the State of Indiana.

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand on this 13th, 14th or 15th of August 2021.

Rome 1nc, LLC

Participant's Name (s)

Participant's Signature

Participant's Name (s)

Participant's Signature

Participant's Name (s)

Participant's Signature

Participant's Name (s)

Participant's Signature