



PERMISSION & WAIVER

ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVID-19 & WAIVER STICKY FINGERS COOKING'S 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 below ("my Child") participate in the activities of Sticky Fingers Cooking ("Sticky Fingers Cooking, SFC"), specifically including the cooking class(es) described below in Attachment A. 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 Sticky Fingers 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 Sticky Fingers 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 Sticky Fingers Cooking class(es) and any and all of the activities that are or might be associated with Sticky Fingers Cooking, on my Child's behalf, I release and further agree to indemnify, defend and hold harmless Sticky Fingers Cooking, 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 attorneys' 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, Sticky Fingers Cooking classes and the preparation of food in that class for consumption either for in-person cooking class and/or online cooking classes.

I understand that at any classes, events or activities of Sticky Fingers Cooking my Child may be photographed, filmed or otherwise have our activities recorded by Sticky Fingers Cooking, its employees, agents or contractors. In further consideration for my Child being permitted to attend and participate in Sticky Fingers Cooking class(es), 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 Sticky Fingers Cooking or its assigns. I agree that Sticky Fingers Cooking 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 Sticky Fingers Cooking.

I understand that this is the entire agreement between Sticky Fingers Cooking, 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 Sticky Fingers Cooking. I agree that this Agreement shall be governed and interpreted under the 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.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Sticky Fingers Cooking ("SFC") has put in place preventative measures to reduce the spread of COVID-19; however, SFC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending SFC classes could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending SFC classes or camps or activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 in SFC class or camp or activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SFC employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the SFC class, camps or participation in any SFC programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless SFC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of SFC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any SFC program.

Online Cooking Classes Waiver: Sticky Fingers Cooking ("Sticky Fingers Cooking, SFC") assumes no responsibility for injuries, to you or your child, suffered while practicing these online cooking techniques at your home or any other location of your choice. Please seek a qualified medical professional for you and/or your child before attending our online cooking classes and courses, as needed, and per your personal discretion. **USE OF KNIVES, COOKING EQUIPMENT, OVENS AND STOVES AND GENERAL USE DISCLAIMER KNIVES, COOKING EQUIPMENT, OVENS AND STOVES FOR MINORS AT HOME OR ANY LOCATION OF YOUR CHOICE:** SFC online cooking classes may include participation of children 3 years and older they may possibly use knives, cooking equipment, ovens and stoves at your home or any other location of your choice. SFC online classes must be under the direct supervision and assistance of a parent/adult over the age of 18, at your home or any other location of your choice. The use of knives, cooking equipment, ovens and stoves are used in a professional manner for food preparation in SFC online classes only in order to teach class participants proper food preparation skills. All participants under the age of 18 years of age must have parent/adult supervision while participating in our online classes and assume all risks as stated above.

Executed as of this _____ day of _____, 20_____.

Printed Name of Child:

Printed Name of Parent/Guardian:

School/Camp/Location:

Your Home Address:

Signature (individually and as parent or guardian of Child):

Attachment A: Description of event and activities

• Cooking class – *includes washing, mixing, peeling, chopping, pouring, and sampling of food, applying heat and the use of cooking utensils and cooking equipment as typically used in cooking and preparing food for consumption. "Cooking class" can be and/or encompasses in-person, recorded video and/or online cooking instruction.*