

## **CULINARY EXPEDITION**

### **Terms of Participation**

#### **(Including Waiver, Release and Indemnification)**

In consideration of being allowed to participate in event(s) with Culinary Expedition, I agree to the following:

**ACCEPTANCE OF RISK.** I agree I am voluntarily participating in one or more events, now or in the future, with Culinary Expedition. I understand, as with any activity, there are risks involved, including, but not limited to: personal injury, allergic reaction, disability, death and property damage. Participation in the event(s) is voluntary, and I knowingly assume and accept full responsibility for myself and the minor children listed below of which I am the parent or legal guardian for all risks, known and unknown, foreseeable and unforeseeable, associated with or arising from such participation.

**ALLERGY NOTIFICATION:** I represent and warranty to Culinary Expedition that I and the minor children listed below, are only allergic to the items listed below, if any. While Culinary Expedition will take steps to reduce the risks of cross-contact, there may still be some allergens that exists.

**WAIVER:** To the fullest extent permitted by law, I, for myself and the minor children listed below of which I am the parent and/or legal guardian, hereby release, waive, covenant not to sue and forever discharge Culinary Expedition and its members, officers, employees, contractors and agents from any and all claims, damages, losses, injury, death, costs and expenses suffered or incurred that in anyway arise from or relate to my or their participation in the event(s).

**INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, I agree to indemnify and hold Culinary Expedition and its members, officers, employees, contractors and agents harmless from any and all demands, claims, actions, suits, procedures, liabilities, losses, fines, penalties, costs, damages, costs, and expenses (including attorneys' fees) arising from or related to my participation in the event(s) or the participation in the event(s) by the minor children listed below, and/or for any breach of this agreement by me.

**CHANGES, CANCELLATIONS, RESCHEDULING:** I understand there are no refunds. If there is another event with an opening that is currently scheduled, Culinary Expedition may allow me to switch events. If I am not able to attend and there is not another open event available at the time, I can have someone else attend in my place. The person attending in my place, will need to sign this document and send it in prior to participating in the event. Culinary Expedition may cancel an event in its sole discretion. If Culinary Expedition cancels an event, either the event will be rescheduled or a full refund will be issued. If I am not able to attend the reschedule date, I will receive a full refund for the event.

**PHOTOGRAPHY:** I agree that I and the minors listed below may be photographed during the event(s) and these photographs may be used to represent the Culinary Expedition business. I grant Culinary Expedition, for myself and the minor children listed below, all rights and consent to copyright, use, re-use, publish or re-publish, copy, exhibit or distribute all photographs and/or videos of myself and the children listed below, to be used for Culinary Expedition's material without restriction as to frequency or duration of usage and without compensation.

**ALCOHOL:** Culinary Expedition will not provide any alcohol at events. If I bring alcohol to an event, I will only serve myself alcohol. I will not become intoxicated. I agree that I am fully responsible for anything which may occur as a result of consuming alcohol. I will not consume any alcohol if I am under 21 years old. Culinary Expedition has the right to prohibit alcohol at events and to stop the consumption of alcohol at events.

**EMERGENCY:** If I suffer any injury at an event and I am not able to convey my medical care preferences, I give Culinary Expedition the right to secure and administer medical care, including, but not limited to, emergency vehicles for transportation, hospitalization, etc. I agree to be responsible for all my medical costs and to indemnify Culinary Expedition from any medical costs or expense incurred by Culinary Expedition in responding to my medical needs.

PROPRIETARY MATERIAL: Unless otherwise noted, Culinary Expedition is the owner of all materials provided at events. I will not copy, share or distribute any material provided to me by Culinary Expedition.

RULES: I also willingly agree to abide by all rules of the event(s) established by Culinary Expedition, as the same may be explained before or at the event.

DISPUTES: This agreement shall be governed and construed in all respects in accordance with the laws of the State of Michigan, excluding its conflict of law provisions. All claims must be brought in the state or federal courts in Kent County, Michigan. If I file a legal suit against Culinary Expedition or any of its members, officers, employees, contractors and agents, and if I am not the prevailing party, then I will pay for all legal fees incurred by Culinary Expedition.

ACKNOWLEDGEMENT: I have read this agreement and fully understand its terms and conditions. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name: \_\_\_\_\_

Signature (by Parent or Legal Guardian if under 18): \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

Minor children of which I am the Parent or Legal Guardian: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Allergies: \_\_\_\_\_

\_\_\_\_\_

Please send signed copy to Culinary Expedition: via email: [CulinaryExp@gmail.com](mailto:CulinaryExp@gmail.com)

Or mail: 2658 Atwater Hills Dr NE, Grand Rapids, MI 49525