

## Taste Buds Kitchen Consent, Release and Waiver

As valid consideration for: (i) entry into the premises of any Taste Buds Kitchen location (the “Premises”) by me and/or my minor child; (ii) participation by me and/or my minor child in activities and classes offered on the Premises (“Cooking Services”); and (iii) my and/or my minor child’s use of the supplies, ingredients and equipment located on the Premises and other services offered, I agree as follows on behalf of myself and my minor child:

1. I understand that the Cooking Services may involve risks of injury and illness including but not limited to cuts, falls, burns, allergic reactions and other risks associated with preparing and consuming food. I am fully aware of the risks and on behalf of myself and my minor child I assume the risks and hazards incident to such participation. I understand that I am responsible for determining and disclosing whether I and/or my minor child have any food allergies (as applicable). I understand that Taste Buds Kitchen International, LLC, its affiliates, franchisees and any of their owners, employees or contractors (collectively “TBK”) assume no duty to me or my minor child regarding our medical ability to participate in any Cooking Services. All known food allergies will be disclosed prior to commencement of the Cooking Services. There may also be other risks not known or reasonably foreseen at this time. I agree to assume the full risk of any injuries or associated damages or loss which I and/or my minor child may sustain in participating in the Cooking Services. I agree that I will not and that I will instruct my minor child not to utilize any equipment on the Premises unless and until the proper use of the equipment has been explained and is understood. I understand that such equipment must be operated in strict accordance with instructions. In the event of any emergency, I authorize TBK to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my or my minor child’s immediate care and agree that I will be responsible for the payment of any and all medical services rendered.

2. I, for myself, my spouse, my minor child, and on behalf of any of our heirs, executors and administrators, forever release and discharge Taste Buds Kitchen International, LLC, its affiliates, franchisees and any of their employees, contractors, past, present and future directors, principals, owners, subsidiaries, divisions, affiliates, agents, and officers, collectively (the “Released Parties”), of and from any and all liabilities, claims, demands and causes of actions (including reasonable attorney’s fees and costs) based upon personal injuries or illness (including death), damages or loss to me and/or my minor child, as well as property damage (i) arising out of or relating to participation, whether passively or actively in any Cooking Services or other activities on the Premises, including but not limited to use of any equipment; or (ii) occurring on the Premises, including but not limited to my and/or my minor child’s use of any restroom area, common area, associated sidewalks and parking areas. I agree not to bring any suits, claims, causes of action, demands or legal actions against the Released Parties. The release contained herein will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any such injury or damage is caused in whole or in part by the Released Parties’ own negligence or the negligence or willful conduct of any other patron who is on the Premises or who is participating in any of the Cooking Services. I, for myself, my spouse, my minor child and on behalf of our heirs, executors and administrators, agree to indemnify and hold harmless the Released Parties, against all actions, claims, demands, judgments, executions, debts, costs of litigation and attorney fees of every kind and nature whatsoever, which may in any way arise out of or result from my and/or minor child’s acts or omission on the Premises. The indemnity contained in this paragraph will apply even if any such injury or damage is caused, in part, by the Released Parties’ own negligence.

3. I understand that by participating in any Cooking Services I am allowing myself and/or my minor child to be filmed and photographed for marketing purposes. Cooking Services may be filmed or photographed without prior notice and used for promotional purposes on the website, social media, print or television ads, in the kitchen, and anywhere else necessary. I agree that no compensation will be given for the use of this media. If I do not wish photographs or videos of myself and/or my child to be taken, I will notify TBK in writing prior to the commencement of the Cooking Services.

4. In the event any provision of this Consent, Release and Waiver is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. In the event any provision of this document is found by a court of competent jurisdiction to exceed the limits permitted by any applicable law or to be invalid or unenforceable as written, such court(s) may exercise its discretion in reforming such provision(s) to the extent necessary to make it reasonable and enforceable.

5. Subject to Section 7, if a dispute arises under this Consent, Release and Waiver, the parties agree that all disputes, controversies, or claims shall be submitted to binding arbitration and **decided on an individual basis, and not on a class-wide or multiple plaintiff basis or in an action where any party hereto acts in a representative capacity, unless prohibited by law.** Any such arbitration shall be filed with the American Arbitration Association in

accordance with its Consumer Arbitration Rules. It is understood that any such arbitration will be final and binding and that by agreeing to arbitration, the parties are waiving their respective rights to seek remedies in court, including the right to a jury trial. The parties waive, to the fullest extent permitted by law, any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Consent, Release and Waiver, whether based in contract, tort, statute (including any federal or state statute, law, ordinance or regulation), or any other legal theory. **It is expressly understood and agreed that: a party's right to appeal or vacate, or seek modification of, the arbitration award, is strictly limited by law.** Questions regarding the enforceability and scope of this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Otherwise, the terms of this Consent, Release and Waiver shall be governed by the laws of the State where the injury occurs. Unless otherwise agreed by the parties, any arbitration will take place in the State and County where the injury occurs. It is acknowledged and agreed that in any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration borne equally by the parties.

6. I understand that IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT, RELEASE AND WAIVER (HOWEVER ARISING, INCLUDING NEGLIGENCE). The laws of certain states or other jurisdiction may not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply and I may have rights in addition to those contained herein.

7. In the event any action for equitable relief, injunctive relief or specific performance is filed, or should any action be filed to confirm, modify or vacate any award rendered through compulsory binding arbitration, I hereby irrevocably agree that the forum for any such suit will lie with a court of competent jurisdiction in the State and County where the injury occurs, and hereby agree to the personal jurisdiction and venue of such court.

8. I agree that this Consent, Release and Waiver may be assigned or transferred to, and will be binding upon and will inure to the benefit of any successor of Taste Buds Kitchen International LLC, its affiliates, and franchisees.

9. I, the undersigned, have thoroughly read this Consent, Release, and Waiver and I understand that I am giving up substantial rights on behalf of myself and/or my minor child by signing it. I understand that I have the right to have an attorney of my choosing review and advise me as to the terms and conditions of this Consent, Release, and Waiver. I am signing this Consent, Release, and Waiver knowingly, voluntarily and without any inducement. This Consent, Release, and Waiver replaces all earlier versions and constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. However, any booking agreement and any other non-conflicting documents executed contemporaneously with this Consent, Release and Waiver are to be read in conjunction with this document and are not superseded by this document. This Consent, Release and Waiver may only be modified in writing by the parties. I understand that any e-mail address or contact information provided by me to Taste Buds Kitchen International, LLC, its affiliates or franchisees may be used to provide information, promotions and marketing materials. I understand that I should refer to the Privacy Policy found on the Taste Buds Kitchen website for additional information regarding how my information may be used.

**Dated:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**ADULT PARTICIPANT (Ages 18 or older)**

**Adult Participant Name (print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**CHILD PARTICIPANT**

Any adult signing on behalf of a minor represents to the Released Parties that he/she is the parent or legal guardian of the minor, he/she has legal capacity and authority to act for and on behalf of the minor, and agrees to **INDEMNIFY AND DEFEND** the Release Parties from and against all claims or liabilities resulting from or relating to any insufficiency of the undersigned's legal capacity or authority to act for or on behalf of the minor herein.

**Child Participant's name (print):** \_\_\_\_\_

**Parent/Guardian Name (print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_