

Hold Harmless, Waiver, And Release Agreement (“Release”)

RELEASE: For and in consideration of being permitted to use The Moonlight Room (the “**Facility**”), the undersigned person or entity (“**I**” or “**myself**”), on behalf of myself and any person(s) I am registering for the class on behalf of (each a “**Participant**”, and collectively with myself, the “**Participant(s)**”), hereby hold harmless, waive, release and discharge any and all claims for any and all loss, liability, damages or personal injury, death, or property damage which Participant(s) may have or which may hereafter accrue as a result of participation in said activity from any cause whatsoever, including without limitation negligence of Releasees (defined below). This Release is intended to discharge, in advance, Bristol Farms (d/b/a Lazy Acres Natural Market), Good Food Holdings, LLC, their owners, affiliates, subsidiaries, officers, directors, members and managers (collectively, “**Bristol Farms**”), and all other members of its cooking school staff whether contracted or employed (collectively with Bristol Farms, the “**Releasees**”), from and against any and all liability arising out of or connected to in any way with any participation in said activity. Participant(s) further understand and agree that this Release is to be binding on Participant(s) heirs and assigns. I acknowledge and agree that this Release is required for participation in activities in or related to the Facility and applies to any such activities in which Participant participates.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I understand that the activity that Participant(s) are participating in may be of a hazardous nature and/or include physical and/or strenuous activity; that serious accidents may occur during the said activity; and that participants in the said activity can sustain personal injuries as a consequence thereof. I understand that participation affirms that Participant(s) have no medical, physical, or mental condition that would endanger Participant(s) or others, or that would interfere with the ability to participate. I acknowledge and agree that Releasees are not responsible for any personal property that is lost, damaged, or stolen in or about the Facility, and Participant(s) assume all risk of such loss, damage, or theft. I acknowledge and agree that Releasees are authorized, but not obligated, to secure medical aid in the event of injury, illness, or medical emergency, and that Releasees are not liable for any claims relating to medical services performed or not performed during or related to participation in any activity. Knowing the risks involved, Participant(s) have voluntarily applied to participate in said activity and hereby agree to assume any and all risks of injury, death, and/or property damage, and to release and hold harmless Releasees, who might otherwise be liable to me. IF THE PARTICIPANT IS A CHILD, HIS/HER/THEIR GUARDIAN EXPRESSLY AND VOLUNTARILY ASSUMES THESE RISKS ON SUCH PARTICIPANT’S BEHALF.

INDEMNITY: I hereby agree to indemnify and hold Releasees harmless from any loss, liability, damage, or cost they may incur due to the presence of the Participant(s) in, about or upon the Facility, or equipment, tools, or food items thereon, or participating in any activities at the Facility or otherwise affiliated with Releasees **whether caused by the negligence of Releasees or otherwise.**

PHOTOGRAPHY RELEASE: I hereby grant Bristol Farms all rights and consent to copyright, use, re-use, publish or republish, copy, modify, duplicate, exhibit or distribute all photographs and/or video of Participant(s) for the Bristol Farms business purposes, including, without limitation, for advertising and/or promotional purposes on its website and/or social media and any educational, training or promotional electronic or printed material without restriction as to frequency or duration of usage and without compensation.

ACKNOWLEDGEMENT OF RULES AND POLICIES: Participant(s) understand that Bristol Farms has rules, regulations, and policies in place with regard to the use of the Facility. I agree and shall ensure that all Participant(s) agree to abide by all rules, regulations, and policies which are posted at the Facility, or which have otherwise been or will be provided to Participant(s). Participant(s) understand that failure to follow the rules, regulations, and/or policies may result in **revocation of all privileges provided by Bristol Farms without refund of any prepaid fees.** WHILE AN ACTIVITY MAY BE OFFERED TO CHILDREN, BRISTOL FARMS IS NOT A CHILDCARE PROVIDER AND CANNOT ASSUME LEGAL RESPONSIBILITY FOR CHILDCARE. IF THE PARTICIPANT IS A CHILD, HIS/HER/THEIR GUARDIAN OR PARENT IS REQUIRED TO (1) REMAIN ON PREMISES IF THE CHILD IS UNDER THE AGE OF 13 AND/OR CANNOT INDEPENDENTLY GO TO THE BATHROOM, CONTACT SUCH GUARDIAN AS NEEDED, ETC.; (2) BE

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AVAILABLE BY PHONE AT THE EMERGENCY CONTACT NUMBER LISTED BELOW; AND (3) PICK UP THE CHILD PROMPTLY AT THE END OF THE CLASS FROM THE CLASSROOM.

EFFECT; GOVERNING LAW; ATTORNEYS' FEES: I expressly agree that this Release is intended to be as broad and inclusive as is permitted by applicable law and hereby waive the provisions of California Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." If any portion of this Release is ruled invalid for any reason, such ruling shall not affect the other portions of this Release, and all remaining covenants, terms and conditions of this guaranty and agreement shall remain in full force and effect. In the event of any litigation arising out of this Release between a myself, a Participant, and/or Releasees, the prevailing party issued action shall have the right to recover reasonable attorneys' fees and costs. This Release shall be governed under the laws of the State of California.

I affirm that I am of legal age to be legally bound by this Release and have the authority to sign on behalf of each Participant as either his/her/their parent, guardian, or legal representative.

By affirming this waiver, I acknowledge that I have carefully read this Release and fully understand its contents. I am aware that this is a release of liability and a contract between all Participant(s) and Releasees.

Participant Name: _____

Participant Address: _____

Participant Emergency Contact Phone Number: _____

If Participant is an Adult

Participant Signature: _____ Date: _____

Participant Email: _____

If Participant is a Minor

Adult Signatory Name: _____

Adult Signatory Signature: _____ Date: _____

Adult Signatory Email: _____