



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in Young Urban Modern Chefs aka Y.U.M. Chefs ("Y.U.M. Chefs") classes, field trips, cooking demonstrations, transportation, programs, or other events at any time (collectively, "the Activity"), I, for myself, my heirs, personal representatives and assigns, do hereby knowingly and voluntarily agree to release, waive, discharge and covenant not to sue Y.U.M. Chefs, Open Mind: A Project for the Development and Education of Children ("Open Mind") or ensuing guest chefs, local speakers, vehicle drivers, or Y.U.M. Chefs or Open Mind volunteers or employees, or the staff of any participating restaurant and their respective officers, employees, directors and agents, from liability from any and all claims, including, but not limited to, claims arising from the negligence of Y.U.M. Chefs, Open Mind or its officers, employees, directors and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risks: Participation in the Activity carries with it inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Specific risks vary from one activity to another, but the risks range from 1) minor injuries such as cuts, bruises, and sprains, to 2) major injuries such as eye injury, joint or back injuries, to 3) catastrophic injuries, including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity and/or the participation of the minor for whom I am signing this agreement in the Activity is voluntary and that I am knowingly assuming all such risks.

Consent to Medical Treatment: I hereby consent for myself and the minor for whom I am signing this agreement to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Activity.

Indemnification and Hold Harmless: I also agree to INDEMNIFY and HOLD Y.U.M. Chefs and Open Mind FREE and HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in the Activity and/or the involvement of the minor for whom I am signing this agreement in the Activity and in connection with the Media Release set forth below and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance of the agreement shall, notwithstanding, continue in full legal force and effect.

Media Release: I hereby grant Y.U.M. Chefs and Open Mind permission to use my likeness and the likeness of the minor for whom I am signing this agreement in photographs or videos in any and all of their publications, including, but not limited to, website entries, without payment or any other consideration. I hereby irrevocably authorize Y.U.M. Chefs and Open Mind to edit, alter, copy, exhibit, publish or distribute the photographs or videos for purposes of publicizing Y.U.M. Chefs and Open Mind's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears or the likeness of the minor for whom I am signing this agreement appears. Additionally, I waive any right to royalties or other compensation arising or related to use of the photographs or videos.

Late pick up: Parents are responsible to pick up their child or children from Y.U.M. Chefs classes on time. There is a five minute grace period, but after the grace period is over, parents will be charged \$20 per child. If you are carpooling, the parent who is driving is responsible to pay for all children being picked up. This payment is to be submitted at pick up via cash or check made out to Open Mind.



Behavioral Issues: Y.U.M. Chefs reserves the right to terminate a student’s participation in class or other activity with no refund if he or she behaves in a manner that is disruptive, unsafe, or for any other reason that detracts from the class or other activity.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue on my behalf and on behalf of the minor for whom I am signing this Agreement.. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name of Participant

Date

Age (if Minor)

Signature (if minor, Signature of Parent/Guardian)

Print Name of Signatory if Participant is Minor

Emergency Contact: _____

Name

Telephone

Emergency Contact: _____

Name

Telephone