



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any Open Mind/ YUM Chefs event at any time, I release, waive, and discharge not to hold liable Open Mind or the YUM Chefs, ensuing guest chefs, local speakers, vehicle chauffeurs, and Open Mind or YUM Chefs volunteers or employees, nor any of the respective staff of any participating restaurant from any and all claims including the negligence of Open Mind, YUM Chefs, its officers, employees and agents, resulting in personal injury, accidents or illnesses, and property loss arising from, but not limited to, participation in cooking demos, classes, field trips, and transportation.

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

Indemnification and Hold Harmless: I also agree to indemnify and hold employees, guest chefs, local speakers, vehicle chauffeurs, Open Mind and YUM Chefs, its officers, employees, and agents 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 Open Mind events and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks 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 shall, notwithstanding, continue in full legal force and effect.

Photos: I grant producer and its designees the right to use my child's name, image, and/ or voice in any videotape or photograph that is taken during Open Mind and YUM Chefs events or classes.

Late pick up: Parents are responsible to pick up their child from YUM 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, it is the parent who is driving who is responsible to pay for all children being picked up. This payment will need to be submitted at pick up via cash or check made out to Open Mind.

Behavioral Issues: YUM Chefs reserves the right to terminate a student's participation in class with no refund if he or she is disruptive, unsafe, or for any other reason that detracts from the class.

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. I acknowledge that I am signing the 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.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Open Mind and YUM Chefs events and classes. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

_____ Name of Participant

_____ Name of Parent/Guardian of Participant (Print)

_____ Name of Parent/Guardian of Participant (Signature)