



RELEASE OF LIABILITY
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the cooking class organized by Spilled Batter, LLC and/or use of the property, facilities and services of Spilled Batter, LLC, I agree for my minor child named _____ (hereinafter referred to as "Participant") to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Spilled Batter, LLC, or the employees, representatives or agents of Spilled Batter, LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to Participant, myself, and (if applicable) my family members, and further release and discharge Spilled Batter, LLC for injury, loss or damage arising out of Participant's my or my family's use of or presence upon the facilities of Spilled Batter, LLC, whether caused by the fault of Participant, myself, my family, Spilled Batter, LLC or other third parties.

Initial: _____

3. INDEMNIFICATION. I agree to indemnify and defend Spilled Batter, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from Participant's, my or my family's use of or presence upon the facilities of Spilled Batter, LLC.

4. FEES. I agree to pay for all damages to the facilities of Spilled Batter, LLC caused by any negligent, reckless, or willful actions by Participant, me or my family.

5. CONSENT. I, Parent/Guardian of _____, consent to the participation of Participant in the cooking class, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of Participant.

Initial: _____

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor Participant during the above described activities, I give my permission to Spilled Batter, LLC or to the employees, representatives or agents of Spilled Batter, LLC to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin at the beginning of the cooking class and will remain in effect until the above described activities are completed.

7. ALLERGY STATEMENT AND RELEASE. The undersigned acknowledges and agrees that he/she is aware of the risks associated with allergies and that participation in the cooking class will expose the Participant to food, activities and persons that may result in exposure to allergens and injury and, in that regard and assuming such risks, the undersigned hereby fully releases and discharges Spilled Batter, LLC from any and all liability and/or responsibility to the Participant, the undersigned, or any third party for death and/or injuries to the Participant, and/or any direct, indirect, punitive, incidental, or any damages that arise out of or relate to Participant's participation in the cooking class and/or exposure to food allergens.

Initial: _____



8. PHOTO RELEASE. I hereby grant to Spilled Batter, LLC and its representatives the right to take photographs of the Participant in connection with the cooking class in which he/she is participating. I authorize Spilled Batter, LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Spilled Batter, LLC may use such photographs with or without my name and for any lawful purpose, including but not limited to publicity, illustration, advertising and Web content. I further agree to release Spilled Batter, LLC from any expectation of confidentiality for the Participant and attest that, as the parent or legal guardian of the Participant, I have the authority to authorize Spilled Batter, LLC to use his/her photographs and/or name. I acknowledge that participation in publications and website produced by Spilled Batter, LLC confers no rights of ownership whatsoever.

Initial: _____

9. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Arizona law.

10. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Spilled Batter, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

11. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

12. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

13. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and any judgment may be entered upon it by any court having proper jurisdiction.

14. EMERGENCY CONTACT. In case of an emergency, if I cannot be reached, please call Emergency Contact

(Relationship: _____) at _____.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ Date: _____

Parent/Guardian