

YOUNG CHEFS ACADEMY

Release of Liability

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY



For and in consideration of YCA Franchising, Inc., its affiliates, subsidiaries and/or Franchisees (collectively, "Young Chefs") granting me access to their facilities and the right to utilize one or more of the Young Chefs facilities (collectively "Facility") and/or to participate in activities or programs (collectively the "Activities") sponsored by or involving Young Chefs, its affiliates, subsidiaries and/or Franchisees, and as an inducement to allow Young Chefs to so grant me and/or my family members access to their Facilities, and in consideration of the mutual premises, representations and covenants made and contained herein and subject to the terms, conditions, covenants, representations and warranties contained and set forth hereinafter, the receipt and sufficiency of which is hereby acknowledged, specifically agree on behalf of myself and each member of my family and my respective legal representatives, executors, heirs, administrators, next of kin, successors and assigns, I hereby warrant, covenant and agree as follows:

- I understand that the events and activities that are being released herein that I may participate in as a guest or invitee of Young Chefs, including cooking and associated activities, may be somewhat dangerous and may cause serious or grievous injuries, including personal injury or bodily injury because of the use of knives, kitchen equipment, stoves and ovens.
- I acknowledge that Young Chefs is not an allergy-free facility and does not guarantee accommodations for food allergic and gluten intolerant participants or guests; and, if I have any allergies I understand it is my sole responsibility to decide whether or not to participate with Young Chefs.
- I further acknowledge I am voluntarily participating in these activities with knowledge of the risks involved and I hereby agree to accept and assume any and all risks of injury to myself, to others and if applicable to my family members.

For the consideration stated herein, the receipt and sufficiency of which consideration is hereby acknowledged by me, I hereby IRREVOCABLY AND UNCONDITIONALLY RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE Young Chefs, its shareholders, officers, agents, subsidiaries, affiliates, administrators, legal representatives, successors, assigns and any entity in which Young Chefs has an interest in or is affiliated with, including all franchisees and their employees, whether specifically mentioned herein or not, from any and all claims, damages, demands, grievances, liens, civil and/or criminal charges, complaints, contracts, promises, disagreements, disputes, agreements, controversies, suits, rights, losses, debts, actions, judgments, obligations, damages, liquidated damages, lawsuits, liabilities, and expenses, including any claims for attorney's fees and costs and any and all causes of action of whatsoever nature, known or unknown, past, present, or future, whether statutory, in contract or in tort, legal or equitable or otherwise, which have accrued or may accrue to the undersigned, including but not limited to the Texas Deceptive Trade Practices Act, the breach of the duty of good faith and fair dealing, libel, slander, defamation, state and federal employment laws and regulations, (including specifically and without limitation any damages whatsoever and regardless of whether characterized as actual, punitive, statutory, regulatory, or otherwise), whether asserted as or within a cause of action, suit, administrative action, or a proceeding of any characterization whatsoever, and regardless of whether such is known or unknown, accrued or not yet accrued, direct or derivative, which have accrued or may ever accrue to me, my heirs, executors, administrators, legal representatives or assigns, because of or in any way arising any activities of any kind or type at the Facilities, and which may have existed, accrued, or arisen from an act or event occurring prior to or contemporaneous with execution of this Agreement. The scope of this waiver, release, and discharge specifically includes, but is not limited to, claims at law or equity or sounding in contract or tort arising under any federal, state, or local statutory or common laws.

- I further agree to indemnify, hold harmless and defend Young Chefs, its shareholders, officers, agents, subsidiaries, affiliates, administrators, legal representatives, successors, assigns and any entity in which Young Chefs has an interest in or is affiliated with, including all franchisees and their employees, from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Young Chefs and any entity in which Young Chefs has an interest in or is affiliated with, including all franchisees and their employees, as a result of my using the Facilities, participating in the Activities or participating in any other activity sponsored by or involving Young Chefs.
- I further grant Young Chefs the right to use any photograph(s) of me taken at the Facility, or in connection with any Activities or other activity involving Young Chefs, including but not limited to those taken during any program, birthday party, group event or other Activity, to be used as Young Chefs' desires including in promotional materials, brochures and websites.

IF PARTICIPANT IS A MINOR:

I represent that I am the parent or legal guardian of the individual and hereby consent to the individual using the Facility, participating in the Activities, and participating in other activities sponsored by Young Chefs. In consideration for Young Chefs allowing the above individual to use the Facility, participate in the Activities, and participate in the other activities, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release Of Liability. I further agree to indemnify, hold harmless and defend Young Chefs from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Young Chefs as a result of the above individual using the Facility, participating in the Activities or participating in any other activity involving Young Chefs.

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Participants Name

Parent/Legal Guardian Signature

Date