

SWEET GOURMET CAFE, LLC (DBA "SWEET GOURMET") ACTIVITY WAIVER AND INDEMNITY FORM

PRINTED NAME OF PARTICIPANT (OR MINOR) _____

PRINTED NAME OF PARENT/GUARDIAN _____

NAME OF CLASS: _____

PARTICIPATION DATE(S): _____

ALLERGY NOTICE:

All products produced by Sweet Gourmet Cafe, LLC ("Sweet Gourmet") are made in a facility that handles wheat, milk, eggs, soy, tree nuts, peanuts, fish, and shellfish. Every effort is made to avoid cross-contamination, but certain products may contain trace amounts of allergens. I have read and understand the above statement regarding potential allergens and unavoidable cross-contamination. _____ INITIALS OF PARENT/PARTICIPANT.

WAIVER:

Participant (or if a minor, participant's parent or guardian) realizes that participation in the class carries with it certain inherent risks of bodily injury that cannot be eliminated regardless of the care taken to avoid injuries. The risks include, but are not necessarily limited to, those associated particularly with handling utensils, including knives, risks inherent in being around ovens, heat, and others (including minors) handling kitchen and baking utensils, including sharp utensils, and other unknown risks, and potential exposure to allergens. For and in consideration of permitting participant to register for and participate in the class given or sponsored by Sweet Gourmet, the participant (or if a minor, participant's parent or guardian, individually and on behalf of such minor) voluntarily releases, discharges, waives and relinquishes any and all actions, claims, or causes of actions, for personal injury, property damage, or wrongful death occurring to participant arising as a result of engaging in or receiving instructions in the class or any activities incidental thereto wherever or however the same may occur and continue, and the participant (or if a minor, the participant's parent or guardian), individually and on behalf of minor does release, waive, discharge and relinquish any action or causes of action, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators, personal representatives and assigns, file suit, prosecute, present any claim for injury, property damage or wrongful death against Sweet Gourmet, any of its members, officers, agents or employees for any said causes of action, whether the same shall arise by the negligence of any said persons or otherwise.

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INDEMNIFICATION AND HOLD HARMLESS:

Participant (or if a minor, participant's parent or guardian) also agrees to INDEMNIFY AND HOLD Sweet Gourmet, its members, 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 participant's involvement in the class and to reimburse such indemnities for any expenses incurred.

ACKNOWLEDGEMENT OF UNDERSTANDING:

Participant (or if a minor, participant's parent or guardian) acknowledges that he/she has read this waiver of liability and indemnity agreement, fully understands its terms, and understands the he/she is giving up substantial rights, including the right to sue due to the negligence of Sweet Gourmet. Participant (or if a minor, participant's parent or guardian) acknowledges that he/she is signing the agreement freely and voluntarily, and intends that be his/her signature, he/she is agreeing to a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and agree that if any portion is held invalid, the remainder of the waiver will continue to be in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of New Jersey.

SIGNATURE OF PARENT OF MINOR

DATE

SIGNATURE OF PARTICIPANT

DATE

E-MAIL ADDRESS

MOBILE NUMBER

PARTICIPANT'S AGE (IF MINOR) _____