



Participant Waiver for Denver Cooking Classes LLC

By signing below, I agree that I have requested to participate in an event, tour, class or activity (an “Experience”) offered by Denver Cooking Classes LLC (the “Company”). In consideration of the Company’s permission to participate in the Experience, I agree to the terms of this agreement.

COVID 19: Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), the Company is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance.

Symptoms of COVID-19 include Fever, Fatigue, Dry Cough or Difficulty Breathing.

I warrant and represent that neither I nor any of my household members:

currently have, or within the last 14 days have experienced, any of the symptoms listed above;

have been diagnosed with COVID-19 within the past 30 days;

to my knowledge have been exposed to anyone diagnosed with COVID-19 or with any of the above symptoms within the past 30 days; or

have traveled outside of the country or to any location considered to be a “hot spot” for COVID-19 infections within the past 30-days.

I acknowledge that there is an inherent risk of exposure to COVID-19 in any public place where people are present. By attending the Experience, I voluntarily assume all risks related to exposure to COVID-19.

I understand that I may be photographed or recorded during the Experience and I hereby waive all rights of publicity, privacy, or pre-approval that I have for any such likeness of me. I hereby grant the Company permission to use, edit, alter, copy, exhibit, distribute, and publish (including by electronic means) such likeness of me without payment or restriction. I waive any right to royalties or other compensation arising from or related to the use of any such likeness of me. Additionally, I understand all images and videos will become the property of the Company and will not be returned.

I understand and freely accept all of the risks associated with my participation in the Experience including, without limitation, exposure to unfavorable weather conditions, food sickness, injuries, including self-inflicted or by other participants, automobiles, pedestrians and the like). I am in good health and I am not suffering from any physical injury or impediment that would make me especially susceptible to injury while participating in the Experience.

This agreement is governed by Colorado law. The courts in Denver, Colorado shall have exclusive jurisdiction over any disputes arising under or related to this agreement and I expressly consent to the personal jurisdiction and venue of the same.

I acknowledge and agree that the Company is relying upon all of the terms of this agreement, including my representations, and would not agree to my participation in the Experience in their absence.

This agreement constitutes the entire agreement and understanding relating to the matters herein, supersedes any prior

agreement, and may be amended only by written signature of all parties.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, I HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE, RELEASE, DISCHARGE AND INDEMNIFY THE COMPANY AND ITS PRESENT AND FORMER MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, AGENTS AND FOOD AND DRINK PROVIDERS (A “RELEASED PARTY”) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (A “LOSS”), IN ANY WAY RELATED TO ANY INJURY, DEATH, LOSS, OR HARM THAT OCCURS TO ME OR MY PROPERTY DURING OR ARISING FROM THE EXPERIENCE, INCLUDING EXPOSURE OR HARM CAUSED BY COVID-19 OR MISINFORMATION ON THIS FORM OR THE HEALTH HISTORY PROVIDED BY EACH CLIENT. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, A LOSS ARISING FROM NEGLIGENCE, OR THE STRICT, VICARIOUS OR JOINT LIABILITY, OF ANY OF THE RELEASED PARTIES. THIS WAIVER ALSO APPLIES TO MY TRAVELING TO AND FROM THE EXPERIENCE. I HEREBY FREELY ASSUME ALL OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE EXPERIENCE, INCLUDING WITHOUT LIMITATION, ARISING FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY RELEASED PARTIES; UNFAVORABLE WEATHER; FOOD SICKNESS; INJURIES INCLUDING THOSE INFLICTED BY OTHER PARTICIPANTS, THIRD PARTIES, OR SELF-INFLICTED, OR COVID 19 EXPOSURE AS NOTED IN SECTION 2.

I CERTIFY THAT I HAVE READ THIS AGREEMENT I AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT.