

The Seaside School, Inc. Taste of the Race

WAIVER AND RELEASE

THIS AGREEMENT CONTAINS A WAIVER OF CLAIMS BASED ON NEGLIGENCE

As a Participant in the Taste of the Race event, I acknowledge and agree to the following:

- I acknowledge that the Taste of the Race is an event providing food, beverages, alcoholic beverages, cooking demonstrations, cooking classes among other related activities.
- I acknowledge that kitchen facilities may be set up at the event to provide entertaining kitchen-related activities, cooking classes and other social events intended for entertainment, education and enjoyment. All kitchen events are conducted under the direct supervision of professional instructors or demonstrators who may ask for my hands-on participation.
- I am attending the event on a voluntary basis and I am not otherwise employed by the event organizers. Because culinary activities can present risks, the School relies on me to use my own good judgment and reasonable care for my own safety and for the safety of others around me. Therefore, I agree to follow the directions of the event demonstrator carefully and to use good judgment and reasonable care when attending and participating in culinary events.
- I am in good health and do not suffer from any physical or mental condition that would make participation especially susceptible to injury, illness or allergic reaction while at the Taste of the Race event or as a result of attending the Taste of the Race event.
- I acknowledge and agree that my participation is completely voluntary and I assume the risks associated with any and all culinary activity in which I will be participating. Such risks may include, but are not limited to, the risk of physical injury or harm, including death, personal property damage, illness, allergic reaction, health problems and/or permanent disability.
- I agree to indemnify and hold harmless The Seaside School, Inc., The Seaside School Foundation, Inc.; Omega Financial, Inc., Walton County, Florida; South Walton Fire District; Town of Seaside; Total Race Solutions; any and all vendors, providers, subcontractors, sponsors, volunteers, directors, officers, employees, volunteers, representatives and agents (collectively, "Releasees") from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of myself, Releasees, or otherwise.
- I understand that alcohol may be served at this event, in which case I shall fully assume any and all risks associated with alcohol consumption and take full responsibility for my own actions, safety and welfare.
- I understand that at this event or its related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and others.
- I understand that any person whose conduct is disruptive, violent and/or threatening or poses any other risk to the guests or to the event holders, producers, sponsors, organizers and assigns will be removed from the premises immediately.
- I hereby acknowledge that I have sole responsibility for my personal possessions during the event.

In consideration for my attendance at the event and by signature below, I acknowledge, agree, and understand that participation is voluntary, I assume the risks associated the athletic and/or culinary activity in which I will be participating. Such risks may include, but are not limited to, the risk of physical injury or harm, including death, personal property damage, illness, allergic reaction, health problems and permanent disability. Participant shall indemnify, save and hold harmless The Seaside School, Inc., The Seaside School Foundation, Inc.; Omega Financial, Inc., Walton County, Florida; South Walton Fire District; Town of Seaside; Total Race Solutions, its employees, agents, successors and assigns (collectively, "Releasees") including any and all persons or entities on Releasee's behalf, its sponsors, demonstrators, vendors, officers, directors, managers and volunteers from any and all claims arising out of any such risk, injury, disability, death, damage, claim, demand, action, suit, expenses, costs, fees or other liabilities of whatsoever kind or nature in connection therewith, arising or resulting from or in any manner related to Participant's participation in the events or alleged negligent acts of Releases, or their employees, agents, tenants, guests, volunteers or any other person related to any event.

This Release and Waiver shall inure to the benefit of Releasees and be binding on Participant's heirs, beneficiaries, personal representatives, and assigns.

If any provision of this Release and Waiver is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected.

I ACKNOWLEDGE THAT I AM RELEASING LIABILITY AND WAIVING LEGAL RIGHTS which I or my heirs, beneficiaries, personal representatives and assigns may have against Releasees and that I am providing a release and waiver of liability for their benefit.

PRINTED NAME OF PARTICIPANT

SIGNATURE (Under 18 requires parent/guardian signature)

DATE

PRINTED NAME OF PARENT/LEGAL GUARDIAN