



# RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Please read and be certain you understand the implications of signing.**

## Express Assumption of Risk Associated with Recreational Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Hands-on Cooking Classes in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and/or equipment utilized is significant including the potential for disability or disfigurement.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision-making.
4. Fatigue, alcohol consumption, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

## Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEARBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property. **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, (herein referred to as "Releases"): Charlotte Adventures d/b/a Chef Alyssa's Kitchen, Alyssa Wilen, Andrew Wilen,
2. To release the Releases, their officers, directors, employees, contractors, representatives, agents, and volunteers, vessels, and its parent and subsidiary affiliates from liability and responsibility whatsoever and for any claims of causes of action, that I, my estate, heirs, survivors, executors, or assigns may have for personal injury and/or property damage, arising from the above activities whether caused by active or passive negligence of the Releases or otherwise. By executing this document, I agree to hold the Releases harmless and indemnify them in conjunction with any injury, disability, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. I hereby give Charlotte Adventures d/b/a Chef Alyssa's Kitchen ("Company"), its officers, directors, employees, contractors, vendors, affiliates, and agents, and its assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, my name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, or use in composite form, or derivative works of my Likeness made in any medium, whether intentional or otherwise) in connection with the activity (ies) through the Company's business, products and/or services, including but not limited to for advertising, for publication or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my likeness ("Results"). I waive any right to further compensation.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releases, other than what is set forth in this Agreement.
5. **COVID-19.** I understand the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and still be contagious. It is not always possible to determine who has COVID-19 and who does not given the current limits of virus testing. I understand that due to other participants and staff at Chef Alyssa's Kitchen that I have a risk of contracting the virus by being in the facility. I can confirm that I do not have a fever greater than 100 degrees or present other common symptoms of COVID-19

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVE UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.**

S/\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Name of Adult Participant (Please Print)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Emergency Contact Number

\_\_\_\_\_  
Date