



## Kids Can Cook Academy Consent, Release and Waiver

As valid consideration for: (i) entry into the premises of the Kids Can Cook Academy on the Great American Entertainment Co LLC's Great American Lonestar Ranch (the "Premises") by me and/or my minor child; (ii) participation by me and/or my minor child in activities and classes offered on the Premises ("Services"); and (iii) my and/or my minor child's use of the supplies, ingredients and equipment located on the Premises and other services offered, I agree as follows on behalf of myself and my minor child:

1. I understand that the Services may involve risks of injury and illness including but not limited to cuts, falls, burns, allergic reactions and other risks associated with preparing and consuming food and interacting with animals on a working ranch. I am fully aware of the risks and on behalf of myself and my minor child I assume the risks and hazards incident to such participation. I understand that I am responsible for determining and disclosing whether I and/or my minor child have any food and/or animal allergies (as applicable). I understand that Great American Entertainment Co LLC, its affiliates, and any of their owners, employees or contractors (collectively "GAEC") assume no duty to me or my minor child regarding our medical ability to participate in any Cooking Services. All known allergies will be disclosed prior to commencement of the Services. There may also be other risks not known or reasonably foreseen at this time. I agree to assume the full risk of any injuries or associated damages or loss which I and/or my minor child may sustain in participating in the Services. I agree that I will not and that I will instruct my minor child not to utilize any equipment on the Premises unless and until the proper use of the equipment has been explained and is understood. I understand that such equipment must be operated in strict accordance with instructions. In the event of any emergency, I authorize GAEC to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for me or my minor child's immediate care and agree that I will be responsible for the payment of any and all medical services rendered.

2. I, for myself, my spouse, my minor child, and on behalf of any of our heirs, executors and administrators, forever release and discharge Great American Entertainment Co LLC, its affiliates, any of their employees, contractors, past, present and future directors, principals, owners, divisions, affiliates, agents, and officers, collectively (the "Released Parties"), of and from any and all liabilities, claims, demands and causes of actions (including reasonable attorney's fees and costs) based upon personal injuries or illness (including death), damages or loss to me and/or my minor child, as well as property damage (i) arising out of or relating to participation, whether passively or actively in any Services or other activities on the Premises, including but not limited to use of any equipment; or (ii) occurring on the Premises, including but not limited to my and/or my minor child's use of any restroom area, common area, associated sidewalks and parking areas. I agree not to bring any suits, claims, causes of action, demands or legal actions against the Released Parties. The release contained herein will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any such injury or damage is caused in whole or in part by the Released Parties' own negligence or the negligence or willful conduct of any other patron who is on the Premises or who is participating in any of the Services. I, for myself, my spouse, my minor child and on behalf of our heirs, executors and administrators, agree to indemnify and hold harmless the Released Parties, against all actions, claims, demands, judgments, executions, debts, costs of litigation and attorney fees of every kind and nature whatsoever, which may in any way arise out of or result from my and/or minor child's acts or omission on the Premises. The indemnity contained in this paragraph will apply even if any such injury or damage is caused, in part, by the Released Parties' own negligence.

3. I understand that by participating in any Services I am allowing myself and/or my minor child to be filmed and photographed for marketing purposes. Services may be filmed or photographed without prior notice and used for promotional purposes on the website, social media, print ads, in the kitchen, and anywhere else necessary. I agree that no compensation will be given for the use of this media. If I do not wish photographs or videos of myself and/or my child to be taken, I will notify Kids Can Cook Academy in writing prior to the commencement of the Services.

4. In the event any provision of this Consent, Release and Waiver is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. In the event any provision of this document is found by a court of competent jurisdiction to exceed the limits permitted by any applicable law or to be invalid or unenforceable as written, such court(s) may exercise its discretion in reforming such provision(s) to the extent necessary to make it reasonable and enforceable.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising out of this Agreement shall be resolved in the appropriate courts of Erath County, Texas.

6. I understand that IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT, RELEASE AND WAIVER (HOWEVER ARISING, INCLUDING NEGLIGENCE).

7. I agree that this Consent, Release and Waiver may be assigned or transferred to, and will be binding upon and will inure to the benefit of any successor of Great American Entertainment Co. LLC, and its affiliates.

8. I, the undersigned, have thoroughly read this Consent, Release, and Waiver and I understand that I am giving up substantial rights on behalf of myself and/or my minor child by signing it. I understand that I have the right to have an attorney of my choosing review and advise me as to the terms and conditions of this Consent, Release, and Waiver. I am signing this Consent, Release, and Waiver knowingly, voluntarily and without any inducement. This Consent, Release, and Waiver replaces all earlier versions and constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. However, any booking agreement and any other non-conflicting documents executed contemporaneously with this Consent, Release and Waiver are to be read in conjunction with this document and are not superseded by this document. This Consent, Release and Waiver may only be modified in writing by the parties.

Any adult signing on behalf of a minor represents to the Released Parties that he/she is the parent or legal guardian of the minor, he/she has legal capacity and authority to act for and on behalf of the minor, and agrees to INDEMNIFY AND DEFEND the Release Parties from and against all claims or liabilities resulting from or relating to any insufficiency of the undersigned's legal capacity or authority to act for or on behalf of the minor herein.

**Date:** \_\_\_\_\_

**Child Participant's name (print):** \_\_\_\_\_

**Child Participant's name (print):** \_\_\_\_\_

**Child Participant's name (print):** \_\_\_\_\_

**Child Participant's name (print):** \_\_\_\_\_

**Parent/Guardian Name (print):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_