



Stargazer

The Culinary Experience

Stargazer Accident Waiver and Release of Liability Form

This agreement, the Accident Waiver and Release of Liability Form, is made between; Stargazer Inc., its officers, members, managers, employees, agents, contractors, representatives, sub-licensees, affiliates, subsidiaries, successors, partner facilities, agents and collectively the "Company", AND the Parent or Legal Guardian, and collectively, the "Parties".

By registering your child for a Stargazer Inc. class, you are agreeing to the following Terms of Use. Please read carefully before registering your child.

PARENT/LEGAL GUARDIAN

I am the parent or legal guardian of the minor child named on the Stargazer Inc. registration page and I have the legal authority to execute this release on behalf of the child.

REFUND POLICY

Trained Instructors are self-employed representatives of Stargazer Inc. and are responsible for setting their own refund policies. I will contact my local instructor with questions on their refund policy.

PRIVACY POLICY

By registering my child for a Stargazer Inc. class, I agree to receive a class email confirmation and e-newsletter enrollment for the purpose of receiving information from Stargazer Inc. I may unsubscribe at any time.

ACCIDENT WAIVER, RELEASE OF LIABILITY, MODEL RELEASE, FOOD ALLERGY DISCLAIMER

I HEREBY ASSUME ALL OF THE RISKS FOR MY CHILD(S) OF PARTICIPATING IN THIS ACTIVITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that there are no health-related reasons or problems, which preclude my child (s) participation in this activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which my child(s) may participate, and that it will govern my child(s)' actions and responsibilities at said activity. In consideration of my application and permitting my child(s) to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I WAIVE, RELEASE, HOLD HARMLESS AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my child(s) death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to my child (s) from this activity. I acknowledge that Stargazer Inc. is NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge my consent for my child(s) to participate and that this activity may involve certain risks and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by trade tools, facilities and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent for my child(s) to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity and that any medical cost is my responsibility and not that of Stargazer Inc. or successors. This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

PARENT OR GUARDIAN MODEL RELEASE

In consideration of the child's engagement as a model and for other valuable consideration received, I give Stargazer Inc., and its Photographer and legal representatives, the irrevocable, perpetual, and unrestricted right to take and use photographs of the child(s) named in online class pre-registration taken by the Photographer ("Photographs") in all forms, media and manners, in conjunction with the child's or a fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes. I waive any right to review or approve the Photographs, the use of the Photographs, or the matter that may be used in conjunction with the Photographs now and in the future, regardless of whether that use or matter is known to me. I waive any right to royalties or other compensation arising from or related to the use of the Photographs. I release, discharge, and agree to hold

harmless Photographer and Photographer's heirs, legal representatives, and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Photographs. This release shall be binding upon me and my heirs, legal representatives, and assigns.

FOOD ALLERGY DISCLAIMER

Stargazer Inc. makes every attempt to identify all ingredients in their recipes.

Every effort is made to instruct our certified cooking instructors on the severity of food allergies. In addition, we label recipes with possible allergen-containing ingredients; however, there is always a risk of contamination. You must make the decision of enrolling your child based on this information and the possible health risk.

There is also a possibility that manufacturers of the commercial foods we use could change the formulation at any time, without notice. Parents concerned with food allergies need to be aware of this risk.

Stargazer Inc. will not assume any liability for adverse reactions to food consumed, or items one may come in contact with while participating in any Stargazer Inc. class or camp.

I understand that every attempt will be made to eliminate exposure and risk to my child, and agree to hold harmless Stargazer Inc., its officers, members, managers, employees, agents, contractors, representatives, sub-licensees, affiliates, subsidiaries, successors, partner facilities, and agents and assumes no liability for adverse reactions for food consumed or items that my child may come in contact with while participating in this course.

INDEMNIFICATION

The Parent/Legal Guardian shall indemnify and hold harmless Stargazer Inc., and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of Stargazer Inc. arising from or connected with Stargazer Inc. carrying out of its duties under this Agreement, or (ii) Stargazer Inc.'s breach of any of its obligations, agreements, or duties under this Agreement.

SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any

jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT UPON REGISTRATION OF MY CHILD(REN) IN A STARGAZER INC. CLASS OR PROGRAM AND I AGREE OF MY OWN FREE WILL.

Stargazer Inc.
Representative: Chef Carol Rice, CEO

Carol Rice

Parent or Legal Guardian

_____ **First and Last Name**

_____ **Date**