

PLATE & PLAY PARTICIPATION AGREEMENT

THIS AGREEMENT is made between Rosie's Kitchen LLC dba Plate & Play ("Plate & Play"), its officers, members, managers, employees, agents, contractors, representatives, sublicensees, affiliates, subsidiaries, successors, facility providers, agents, collective, the ("Company"), AND the Registrant, Parent or Legal Guardian, individually and collectively, (the "Participant").

By registering for a class with Plate & Play, Participant is agreeing to the following Terms of Use. Please read carefully before registering.

1. PARENT/LEGAL GUARDIAN/RESPONSIBLE PARTY

Participant affirms that he/she is the registrant, parent, legal guardian or responsible party of the minor child or children named on the Company class registration page and he/she has the legal authority to execute this release on behalf of himself/herself and/or his/her child or children. All references to Participant's child or children include children for which Participant is the legal guardian or responsible party.

2. CANCELLATION & REFUND POLICY

Participant acknowledges that the terms of Plate & Play's cancellation and refund policy can change and vary by type of class it offers. Participant has reviewed and agrees with Plate & Play's cancellation and refund policy posted on its website

3. PRIVACY POLICY

By registering Participant for a class with Plate & Plate, Participant agrees to receive a class email confirmation and e-newsletter enrollment for the purpose of receiving information from the Company. Participant may unsubscribe at any time.

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

PARTICIPANT HEREBY ASSUMES ALL OF THE RISKS FOR THEIR, OR THEIR CHILD OR CHILDREN AS A RESULT OF THEIR PARTICIPATION IN THIS ACTIVITY. This includes, 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. Participant specifically acknowledges that there are risks inherent, including, but not limited to, slips, falls, cuts, burns, choking, food allergy reactions and other accidents and injuries from the activity of cooking and eating the food prepared in a Plate & Play cooking class and assumes those risks associated with their participation or the participation of their child or children in said class.

4.1 Participant certifies that there are no health-related reasons or problems, which preclude them or their child or children's participation in this activity.

4.2 Participant acknowledges that this Plate & Play Participation Agreement will be used by the event holders, sponsors and organizers of the activity in which Participant and/or Participant's child or children may participate and that it will govern Participant and/or Participant's child or children's actions and responsibilities at said activity.

4.3 In consideration of this application and participating or permitting Participant and/or Participant's child or children to participate in this activity, Participant hereby takes action for Participant, Participant's and/or Participant's child or children's executors, administrators, heirs, next of kin, successors and assigns as follows:

4.3.1 PARTICIPANT WAIVES, RELEASES, HOLDS HARMLESS AND DISCHARGES from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for Participant's or Participant's child's or children's death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur as a result of participation in this activity. Participant acknowledges that the Company is NOT responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific activity on its behalf. Participant acknowledges his/her consent for Participant and/or Participant's child or children 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, participants, volunteers, monitors and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. Participant hereby consents for Participant and/or Participant's child or children 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 Participant's responsibility and not that of the Company or its agents, successors or assigns. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

5. PARENT, GUARDIAN, RESPONSIBLE PARTY MODEL RELEASE

Unless Participant notifies Plate & Play in writing prior to the class, Participant, by his/her signature herein authorizes Plate & Play, its instructors and its successors, assigns and legal representatives, the irrevocable, perpetual and unrestricted right to take and use photographs and/or videos of Participant, the child or children of Participant, or registrants named in the class registration taken by the Plate & Play in all forms, media and manners, in conjunction with their child's or a fictitious name, for advertising, trade, promotion, exhibition or any other lawful purposes. Participant waives any right to review or approve the photographs and/or videos or the use of the photographs and/or videos, now and in the future, regardless of whether that use or matter is known to Participant. Participant waives any right to royalties or other compensation arising from or related to the use of the photographs and/or videos. Participant

releases, discharges and agrees to hold harmless Plate & Play, its photographer and their agents, its heirs, successors, 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 and/or videos. This release shall be binding upon Participant and Participant's heirs, legal representatives and assigns.

6. FOOD ALLERGY DISCLAIMER

Participant acknowledges that Plate & Play makes every effort to identify all ingredients in its recipes. Participant further acknowledges that while Plate & Play endeavors to identify allergen-containing ingredients in its recipes, it cannot identify all such ingredients. There is also risk of cross contamination. As a result, Participant must determine whether to enroll him/herself or his/her child or children in Plate & Play's class based on his/her own assessment of the risk involved and bears the responsibility of notifying Plate & Play of any emergency medical information and food allergies or diet restrictions for Participant or Participant's child or children. Participant acknowledges that Plate & Play shall not be liable for adverse reactions to foods consumed, or items contacted by Participant and/or Participant's child or children while participating in Plate & Play's class or event and shall hold Plate & Play, its instructors, agents, facility providers and successors harmless for adverse reactions for food consumed or items with which Participant and/or Participant's child or children may come in contact while participating in class.

PARTICIPANT CERTIFIES THAT HE/SHE HAS READ THIS DOCUMENT AND FULLY UNDERSTANDS ITS CONTENT. PARTICIPANT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT UPON REGISTRATION OF PARTICIPANT AND/OR PARTICIPANT'S CHILD(REN) IN A COMPANY COOKING/NUTRITION/MOVEMENT CLASS, PROGRAM, DEMONSTRATION OR PARTY.