



### *Waiver Notice*

By purchasing tickets for and participating in the food events ("Events") offered by Six Taste under First Everything Events, LLC (the "Company"), I agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights ("Waiver"):

**COVID NOTICE: In compliance with current state, federal, and local recommendations, Six Taste and all of our restaurant partners have taken enhanced health and safety measures to ensure a completely safe experience for our tour guests and guides. Please keep in mind that an inherent risk of exposure to COVID-19 exists in any public place where people are present.**

1. Voluntary Participation. I understand and confirm that my participation in the Events is voluntary. I am in good health, show no signs of illness or COVID-related symptoms (cough, shortness of breath, fever, sore throat, loss of taste or smell, etc.), and suffer from no physical or mental condition that would make me especially susceptible to injury, illness, or disability while participating in the Events.
2. Comprehension of Risk. I fully comprehend and accept all of the risks associated with my participation in the Events including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, health and environmental issues (e.g. COVID-19), and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, derelicts, and pedestrians. I understand that the Events take place in public venues under conditions largely beyond Company's control.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Events. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Events.
4. Release of Liability; Limitation of Damages. I hereby forever and unconditionally release Company and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Events, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. Company's liability to me will be limited to actual damages arising from Released Entities' gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the Events be greater than \$500. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Events is cumulative and not per incident. In no event shall Company be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if Company has been informed of the possibility thereof.
5. Indemnification. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Events.
6. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of Company, its successors and assigns.
7. Consent to Medical Treatment. I authorize Company to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Company to provide such assistance, transportation, or services.
8. Promotional Release. I hereby grant to Company the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Events, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). Company has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to Company an irrevocable, royalty-free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

\*\*\*\*I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS. BY CONTINUING TO PARTICIPATE IN THE EVENTS, I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY.

Date: \_\_\_\_\_ Full Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_