

LIABILITY WAIVER AND MEDIA RELEASE

In consideration of participating in an activity at Tinker Kitchen Inc., I acknowledge and understand the dangers and risks inherent in such activities related to preparing food, consuming certain foods and working with tools and appliances.

I hereby waive, release, and discharge Tinker Kitchen Inc., and its respective agents, employees, contractors, volunteers, licensees, assigns and successors-in-interest, against any and all claims, demands, action or causes of action for costs, expenses or damages to personal property or personal injury, or death, which may result from my participation or child's participation in the activity, whether caused by the active or passive negligence of Tinker Kitchen Inc. or third parties.

I agree to use reasonable care in all phases of my participating in the activity and assume full responsibility for any injuries or damages resulting from my participation or child's participation in the activity. I further acknowledge that my participation or child's participation in the activity is solely at my own risk, and that I assume full responsibility for any resulting injuries and damages.

I understand that it is my responsibility to notify the appropriate person at the activity of emergency medical information and have informed the instructor of ANY food allergies and/or dietary restrictions for myself or my child.

I consent to and allow any use and reproduction of mine and/or my child's appearance, name, voice, signature, photograph, and/or likeness in connection with participation in the activity. I release Tinker Kitchen Inc., and its respective agents, employees, contractors, volunteers, licensees, assigns and successors-in-interest, from and against any and all claims which I have, may have had, or may have in the future, for invasion of privacy, use of my image, defamation or any other cause of action arising out of the production, distribution, broadcast, exhibition or commercial use of mine and/or my child's appearance, name, voice, signature, photograph, and/or likeness. If I do not wish to have photographs or videotape used or taken, I will notify Tinker Kitchen Inc. in writing prior to the activity. Publicity non-consent forms are available upon request.

I understand and agree that this Liability Waiver and Media Release binds my heirs, executors, administrators, and assigns as well as myself.

Arbitration: Any controversy or claim arising out of or relating to this Liability Waiver and Media Release, or the breach thereof, shall be settled under California law by binding arbitration administered by a single arbitrator of the American Arbitration Association in San Francisco, California, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If child is under 18 years old, the signature of the parent or guardian is required.

Name of participant:

Parent/guardian name:

Signature:

Date: