



ROOTED
SANTA BARBARA

ROOTED SANTA BARBARA COUNTY CLASS WAIVER AND AGREEMENT

By registering for this event, I understand that the information presented in Rooted programming is not intended to replace the advice of my medical doctor or other health care professional with whom I consult and is for educational purposes only. I understand, acknowledge, and agree that neither Rooted Santa Barbara County nor its instructors, officers, directors, agents, employees or volunteers (collectively, "Rooted Parties") are providing medical advice, practicing medicine, providing or prescribing medication, or otherwise acting as my physician in any capacity, and I do not have a physician-client relationship with any of the Rooted Parties, by virtue of my participation in Rooted programming. I acknowledge that I am solely responsible for my own medical care and for consulting with my own medical professionals with respect to my health and my participation in the programming. I understand that the programming is not intended to be a substitute for independent professional medical judgment, advice, diagnosis, or treatment

I understand, acknowledge, and agree that participation in the programming is at my own risk and carries certain elements of risk, including, but not limited, illness or injury, and that food prepared during cooking classes may contain common allergens, but it is not possible to specifically identify all risks inherent in such activities. I am voluntarily agreeing to participate in the programming with full knowledge of such risks, and I hereby assume any risk(s) that may result from consuming or handling this food whether on-site or in my own home. In consideration of participating in Rooted Santa Barbara County classes, 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. On behalf of myself and, if applicable, my child, and our respective heirs, successors, assigns, and legal representatives, I hereby waive, release, indemnify, hold harmless, and discharge Rooted Santa Barbara County and the Rooted Parties against any and all claims, demands, action, suits, judgments, liabilities, causes of action, costs (including attorneys fees and court costs), expenses, or damages arising from or related to my participation or child's participation in these activities (including but not limited to property damage, personal injury, or death), except to the extent arising from the gross negligence or willful misconduct of Rooted Parties. I assume full responsibility for any injuries or damages resulting from my participation or my child's participation in this program including responsibility for using reasonable judgment and complying with all Rooted policies in all phases of participation in this class, series, or event. I understand, acknowledge, and agree that it is the intention of this release to exempt and relieve the Rooted Parties from liability for claims however caused, including by negligence or other acts, to the fullest extent permitted by law.

I acknowledge that my participation or my child's participation is solely at my own risk, and that I assume full responsibility for any resulting injuries or damages. I understand that it is my responsibility to notify the event host(s) and instructor of any emergency medical information and ANY food allergies or dietary restrictions for me or my child.

I understand and agree that Rooted Santa Barbara County may make photographic, audio, video, or other recordings of its programming and its participants, including myself and (if applicable) my child. By participating in Rooted Santa Barbara County programming, I understand that I am consenting such recording. I also hereby give Rooted Santa Barbara County the absolute right and permission, with respect to any film, photography, video or audio recordings being made of me (or if applicable, my child)



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and with respect to my or my child participating in this class: a) To copyright, use, re-use, publish, and re-publish the same in whole or in part, in any medium, including for promotional or commercial purposes; and b) to use my or my child's name in conjunction therewith, if so desired by Rooted Santa Barbara County. I waive any rights I may have to such recordings. I release and discharge Rooted Santa Barbara County, the Rooted Parties, and its other contractors and agents, such as producers and filmmakers, from any and all liabilities, claims, or demands arising out of or in connection with the use of these film, photographs, video, or audio recordings. This authorization and release shall also extend to the benefit of the employees, officers, directors, agents, legal representatives, licensees, and assigns of Rooted Santa Barbara. I understand that I will receive no compensation, monetary or otherwise, in exchange for this agreement or for the use of these photographs, film, video or audio recordings.

By registering for this event I confirm that I have read the above and fully understand and hereby agree to its contents. I expressly agree that my releases above are intended to be as broad and inclusive as permitted by the State of California and that this agreement shall be governed by and interpreted in accordance with the laws of the State of California. I also agree that in the event that any clause or provision of this agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement and the releases herein which shall continue to be enforceable.

I also hereby give Rooted Santa Barbara County the absolute right and permission, with respect to any film, photography, video or audio recordings being made of me and with respect to my participating in this class: a) To copyright, use, re-use, publish, and re-publish the same in whole or in part, in any medium; b) to use my name in conjunction therewith, if so desired. I release and discharge Rooted Santa Barbara County and its contractors and agents, such as producers and filmmakers, from any and all liabilities, claims, or demands arising out of or in connection with the use of these film, photographs, video, or audio recordings. This authorization and release shall also extend to the benefit of the employees, officers, directors, agents, legal representatives, licensees, and assigns of Rooted Santa Barbara. I understand that I will receive no compensation, monetary or otherwise, in exchange for this agreement or for the use of these photographs, film, video or audio recordings.

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