

The Seaside School, Inc. Taste of the Race

WAIVER AND RELEASE

THIS AGREEMENT CONTAINS A WAIVER OF CLAIMS BASED ON NEGLIGENCE. BY SIGNING THIS AGREEMENT, I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

I desire to attend and to participate in the Taste of the Race event (the "Event") hosted by The Seaside School, Inc., a Florida not-for-profit corporation (the "School"). In consideration of being permitted to attend and participate in the Event, I hereby agree to all of the terms of this Waiver and Release.

I specifically acknowledge and agree to the following:

- The Event provides food, beverages, alcoholic beverages, cooking demonstrations and cooking classes, among other related activities.
- Kitchen facilities may be set up at the Event to provide entertaining kitchen-related activities, cooking classes and other social events intended for entertainment, education and enjoyment, including hands-on participation in certain activities.
- The School relies on me to use my own good judgment and reasonable care for my own safety and for the safety of others around me. I agree to follow all directions, instructions, recommendations and cautions of Event staff, volunteers and demonstrators carefully and to use good judgment and reasonable care at all times during the Event, including in connection with any decision by me to consume alcohol at the Event.
- My attendance at, and my participation in, the Event is completely voluntary and for my personal enjoyment, and I am not otherwise employed by the Event organizers. I understand my attendance and participation at the Event, including culinary activities, hands-on demonstrations and consumption of alcohol, involves inherent risks and dangers of accidents; emergency treatment; property loss or damage, including theft; physical injury or harm, including death, illness, allergic reaction, health problems and/or permanent disability; and personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities or equipment at the Event. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.
- I am in good health and do not suffer from any physical or mental condition that would make my attendance at or participation in the Event likely to make me susceptible to injury, illness or allergic reaction while at or as a result of attending the Event.
- I agree to indemnify, hold harmless, reimburse and, upon request, defend the School, The Seaside School Foundation, Inc., the Town of Seaside, Total Race Solutions, any and all vendors, providers, subcontractors, sponsors, volunteers or others involved in the Event, and their respective directors, officers, employees, representatives, insurers and agents (each a "Releasee," and collectively, "Releasees") from and for all damages, losses, costs, or expenses (including legal fees) incurred by any Releasee or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or

property damage, however caused resulting from, arising out of, or otherwise in connection with my attendance at or participation in the Event, whether caused by the negligence of myself, Releasees, or otherwise.

- I fully and forever release and discharge the Releasees from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my attendance at or participation in the Event, even if it is due to the negligence, injudicious act, omission, or other fault of the Releasees.
- I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my attendance at or participation in the Event, and I waive any right I may have to do so. This means that I cannot sue to hold Releasees, individually or collectively, responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Event, even if it is due to the negligence, injudicious act, omission, or other fault of any Releasee. I waive my insurers' right to make a claim against Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Releasees.
- I understand that I may be photographed at this Event and its related activities. I hereby grant the School and its designees, including sponsors and others, the right to use my name and likeness, whether in photo, video, film or any other manner, in connection with the Event for any publicity or other purpose without further compensation to me or permission from me.
- I understand that any person whose conduct is disruptive, violent, threatening or otherwise poses any risk to the guests or any Releasee will be removed from the premises immediately, in the sole and absolute discretion of Event organizers, without any refund.

This Release and Waiver shall inure to the benefit of Releasees and their successors and assigns and shall be binding on my heirs, beneficiaries, personal representatives, and assigns. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by applicable law. If any portion of this Release and Waiver is held invalid or unenforceable, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever.

I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME.