

Star Chef Culinary Study Tour Inc.

Release of Liability, Waiver of Claims and Indemnity Agreement (“**Waiver of Liability**”) for participants in Tours and Classes sponsored by Star Chef Culinary Study Tour Inc., and its officers, directors, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, representatives, shareholders, successors, and assigns (herein individually and collectively, “**Star Chef Tours**”)

(Legal Notice: No reservations will be accepted by Star Chef Tours unless and until each of the parties either booking a reservation and/or participating in a tour or class first signs and agrees to accept this Waiver of Liability by completing the information set forth in Schedule A and then affirming such information by signing said Schedule A. Please be advised that, since you will be waiving certain legal rights by signing this Waiver of Liability, you are urged to consult with your own legal counsel before signing this Waiver of Liability.)

I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO CONFIRMING MY AGREEMENT BY SIGNING BELOW AND IN SCHEDULE A ATTACHED HERETO.

In consideration of, and as an essential condition to, Star Chef Tours allowing me to participate in the Tour and/or Class more specifically listed and described in **Schedule A**, attached hereto and made a part hereof, the undersigned (and each of the parties listed in Schedule A, all of whom intend to participate in the Tour or Class listed in said Schedule A and which is being paid for by the undersigned) hereby covenants and agrees:

(a) to waive any and all claims of any nature whatsoever now or in the future that I or my Guests may have against Star Chef Tours;

(b) to unconditionally release Star Chef Tours from any and all liability arising out of our participation in any such Tour or Class; and

(c) to indemnify Star Chef Tours for, and to hold it harmless from and against, from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Tour or Class.

It is expressly understood and agree that this Waiver of Liability is intended to cover and include any and all losses, damages, expenses or injuries suffered or incurred by the

undersigned or any of the Guests as a result of their participation in the Tour or Class sponsored by Star Chef Tours which is more particularly described in said Schedule.

This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of New York and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within Nassau County, New York, and shall be within the exclusive jurisdiction of the Courts of Nassau County, New York.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.

Executed this ___ day of _____, 20__

(Signature)

(Print Name)

(Residence Address)

(City, State and Zip Code)

SCHEDULE A

<u>Description of Tour or Class:</u>	<u>Dates of Class or Departure and Return Date of Tour:</u>
<u>Name, Address, Known Food Allergies and Signature of Person Paying:</u>	<u>Name, Address, Known Food Allergies and Signature of Guest 1:</u>
<u>Name, Address, Known Food Allergies and Signature of Guest 2:</u>	<u>Name, Address, Known Food Allergies and Signature of Guest 3:</u>
If needed	If needed
If needed	If needed