

Name of student: _____ Phone number: _____
Email: _____

Bake Austin Indemnification, Waiver and Release

We require that we have documentation verifying that participant or the parent of minor participants understands and accepts the following agreement pertaining to Bake Austin. Please read this document very carefully before you sign. In consideration for receiving permission for my/my child's participation in any and all activities of Bake Austin, I hereby freely and voluntarily, without duress, execute this agreement under the following terms:

1. **Waiver and Release.** On behalf of myself and my child I release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes Bake Austin and its directors, officers, agents, volunteers, employees, successors and assigns from any and all liabilities, claims, injuries (including death), damages, and demands, of whatever kind or nature, either in law or in equity including court costs and attorney's fees and expenses, that may be sustained by me/my child while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by Bake Austin, including injuries sustained as a result of statutory fault, or strict liability of Bake Austin, but not including those sustained through negligence. I understand and acknowledge that this agreement discharges Bake Austin from any liability or claim that I or my child may have against Bake Austin with respect of bodily injury, personal injury, illness, death, or property damage that may result from participation in Bake Austin. It is also understood that Bake Austin does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

2. **Assumption of Risk.** I am fully aware that my/my child's time with Bake Austin may include activities that may be hazardous including, but not limited to, baking, cutting ingredients, oven usage, usage of baking equipment, and other kitchen and craft activities. I recognize and understand that my/my child's time with Bake Austin may, in some situations, involve inherently dangerous activities and I choose to voluntarily participate/allow my child to participate in said activity with full knowledge that the activity may be hazardous to me, my child and my property, and to the person and property of others. I know of no medical reason why I/my child should not participate. For myself and my child I hereby expressly assume full responsibility and risk of injury, harm or property damage and release Bake Austin from all liability for injury, illness, death or property damage resulting from the activities of myself/my child at Bake Austin, but not including those caused by negligence.

I agree to indemnify and hold harmless Bake Austin from any and all losses, liabilities, claims, demands, injuries (including death) or damages, including court costs and attorney's fees and expenses, which may occur to myself, my child, as a result of my/my child's participation in said activity, including injuries sustained as a result of, statutory fault, or strict liability of Bake Austin, but not including those sustained through negligence.

3. **No Insurance.** I understand that Bake Austin may or may not maintain any insurance policy covering any circumstance arising from my/my child's participation in Bake Austin. As such, I am aware that I should review my personal insurance coverage. Bake Austin may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so Bake Austin, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. **Medical Treatment.** On behalf of myself and my child I hereby release and forever discharge Bake Austin from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or

other medical services rendered in connection with an emergency during my/my child's time with Bake Austin. I understand Bake Austin cannot be expected to control all of the risks articulated in this form and Bake Austin may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my/my child's participation in this activity with the understanding that the cost of any such treatment will be my responsibility.

I agree to indemnify and hold harmless ATS for any costs incurred to treat me/my child, even if Bake Austin has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, Bake Austin from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of statutory fault, or strict liability of Bake Austin.

5 .Media Release. On behalf of myself and my child I grant and convey unto Bake Austin all right, title, and interest in all photographic images and video or audio recordings made by Bake Austin during my/my child's participation in Bake Austin. I understand these pictures and/or videos may be used in promotional literature published and used by Bake Austin, including, but not limited to, newsletters, magazines, brochures, and our Web site.

6. Other. It is my express intent that this agreement shall bind the members of my family and spouse, and my heirs, assigns and personal representatives, and shall be governed by and interpreted in accordance with the laws of the State of Texas. I further expressly agree that the foregoing agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Voluntary Signature. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; Bake Austin has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself and my child from its terms and the associated risks of the activity by simply not participating in Bake Austin and choosing some other activity available to me/my child that has a lower level of risk to myself and my child.

I HAVE READ THIS AGREEMENT. I UNDERSTAND AND AGREE TO THE INDEMNIFICATION, WAIVER, AND RELEASE STATED ABOVE.

Please make us aware of any allergies your child may have: _____

Where did you hear about us _____

Name of student: _____

Age of student: _____ Birthday: _____

Date: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian (please print): _____