

## **WAIVER AND RELEASE OF CLAIMS**

By virtue of your electronic signature for and/or participating in the Franco's Italy Interactive Cooking Party (the "Event") offered by an individual, group or business (the "Host") and Passione Food Group, Inc. d/b/a Franco's Italy (the "Company") and in consideration of being allowed to participate, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, guest (the "Guest") understands, acknowledges represents, warrants and agrees as follows, with the knowledge that the Company will rely on same:

1. Guest desires to participate in the Franco's Italy Interactive Cooking Party offered by the Company.
2. Guest is in good health and suffers from no minor or serious physical or mental injury, illness or disability that would make Guest especially susceptible to injury or disability while performing any activity contemplated by this Waiver and Release of Claims.
3. Guest fully comprehends and accepts all of the risks associated with his/her participation in the Event including, but not limited to food sickness, adverse reactions to foods and food stuffs, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, other Guests, automobiles, pedestrians and the like) and death. Guest acknowledges that alcoholic beverages may be served or offered by the host and that guest has the option not to accept said beverages.
4. Guest grants to Company and Company's assigns the irrevocable, sub-licensable right and authority to use Guest's name, likeness, photograph and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to Guest.
5. GUEST'S PARTICIPATION IN THE EVENT IS AT GUEST'S OWN SOLE RISK. GUEST, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF GUEST, HEREBY FOREVER AND UNCONDITIONALLY RELEASES THE COMPANY, AND ANY AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, PRESENT AND FORMER EMPLOYEES, OWNERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, INSURERS, SHAREHOLDERS AND DIRECTORS OF THE FOREGOING (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES IN ANY WAY ARISING OUT OF, OR RESULTING FROM, GUEST'S PARTICIPATION IN THE TOURS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR DEATH, INJURY, LOSS OR DAMAGE TO GUEST, TO ANY ONE ELSE, OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY OR ANY OF THE RELEASED PARTIES. GUEST, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF GUEST, FURTHER AGREES TO DEFEND AND

INDEMNIFY THE RELEASED PARTIES, AND TO HOLD THE RELEASED PARTIES HARMLESS, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) AND LOSSES OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF, OR RESULTING FROM, GUEST'S PARTICIPATION IN THE EVENT.

6. This Waiver and Release of Claims constitutes the entire agreement and understanding between Guest and the Released Parties, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained in this Waiver and Release of Claims.

7. None of the provisions of this Waiver and Release of Claims can be waived or modified except expressly in writing signed by Guest and the party against whom the waiver or modification is sought to be enforced. Failure of any of the Released Parties to enforce any of their rights here under at any time shall not act as a waiver to enforce their rights under this Waiver and Release for same or similar acts at any subsequent time.