Liability Waiver for Minors

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS In exchange for participation in the activity of a Baking/Cooking Class organized by The Flour Pot - LLC, of 307 Reid St, De Pere, Wisconsin, 54115 and/or use of the property, facilities and services of The Flour Pot - LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Flour Pot - LLC, or the employees, representatives, or agents of The Flour Pot - LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Flour Pot - LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Flour Pot - LLC, whether caused by the fault of myself, my family, The Flour Pot - LLC or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend The Flour Pot - LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of The Flour Pot - LLC.

4. FEES. I agree to pay for all damages to the facilities of The Flour Pot - LLC caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I, _____ of _____, _____,
Guardian/Parent Name Street Address City, State, Zipcode

consent to the participation of my child or children in the activity of a Baking/Cooking Class, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the following children. Please provide the names and ages of the children. _____,
_____, _____, _____

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor (s)during the above described activities, I give my permission to The Flour Pot - LLC or to the employees, representatives or agents of The Flour Pot - LLC to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on _____ and will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. The Flour Pot - LLC shall have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital.
b. The power to authorize medical treatment or medical procedures in an emergency situation
c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin law.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Flour Pot - LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

12. EMERGENCY CONTACT. In case of an emergency, please call:

_____ _____ _____

Name Phone Number Relationship

Please provide the following information if a different person will be picking up.

_____ _____ _____

Name Phone Number Relationship

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

_____ Date: _____

Signature of Responsible Party