

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

I, _____ (full legal name of Participant), hereby acknowledge that I have voluntarily applied to be a participant in the “cooking class” or “culinary workshop” in Baja California, Mexico (such class/workshop activities may include, but are not limited to: a) transportation by vehicle to and from a pre-determined location in Mexico, and b) preparation of food and/or beverage in a commercial or home kitchen using knives and other potentially hazardous kitchen utensils, kitchen appliances and kitchen equipment, and c) consumption of wine and/or beer, and/or non-alcoholic beverages, and/or food, and/or pasteurized and unpasteurized cheese, and d) tours of commercial wine, beer, and/or food preparation facilities) organized by Cali-Baja LLC, a California Limited Liability Company doing business as “BAJA TEST KITCHEN” located at 3264 Governor Drive, San Diego, California, 92122-2902 (hereafter “BTK”). 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 and orally conveyed rules and warnings, and further agree to follow any oral instructions or directions given by BTK, or the employees, representatives, volunteers, agents, contractors or associates of BTK. I understand that BTK reserves the right to require any participant to withdraw from a class or workshop (at his/her own expense) at any time if the class/workshop director deems his/her acts, conduct, or health and welfare to be detrimental to, or incompatible with, the interest, harmony, comfort, or welfare of the class/workshop or that of its other participants. In the case of class or workshop withdrawal, whether required by BTK or voluntary, I agree to be responsible for all the arrangements and costs of my return travel.
- 2. ASSUMPTION OF THE RISKS AND RELEASE OF LIABILITY.** I am aware that there are certain risks and dangers involved with cooking and food/beverage preparation, and with travel in Mexico. These risks, known or unknown, include, but are not limited to, the hazards arising from the use of sharp kitchen utensils (knives, graters, mandolins, etc.), the use of or proximity to kitchen appliances, the use of or proximity to kitchen equipment, cooking with or proximity to hot oil or other hot liquids, cooking over or proximity to open flames, travel in a foreign country, travel by car, van, bus, and/or boat or ship, camera equipment, plants or animals, accidents, illnesses and acts of man, nature or God. I also recognize that there are certain inherent risks associated with the above described trip and class/workshop activities and I hereby voluntarily assume full responsibility for all these and all other hazards which may be encountered during the class(es)/workshop(s), and on this trip, and except for gross negligence, I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge BTK and its employees, volunteers, agents, representatives, contractors and vendors for injury, loss or damage arising out of my or my family’s participation in the class(es)/workshop(s)/trip operated by BTK, and in connection with the use of BTK’s owned or BTK’s vendor facilities, vehicles and equipment, whether caused by the fault of myself, my family, BTK, or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend BTK 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 (if applicable) my family’s participation in the class(es)/workshop(s)/trip operated by BTK, or my or my family’s use of the BTK facilities and vehicle(s).
- 4. FEES.** I agree to pay for all damages that are caused by any negligent, reckless, or willful actions by me or (if applicable) my family, to owned, leased/rented or borrowed vehicle(s), to facilities or to equipment belonging to BTK or its vendors.
- 5. REQUIREMENTS OF PARTICIPATION.** I understand that everyone in my family or group must be at least 16 years old to participate in this trip. I agree to produce proper identification and documentation at the time it is requested by Mexican or U.S. authorities, and that I am solely responsible for the safekeeping of my and (if applicable) my family’s travel documents. I understand that should I, or my family member(s), not be able to

produce the proper travel document(s) or identification, or if the documents/identification I produce come into question, I/they/we may be detained by Mexican or U.S. authorities. In the case that I or my family member(s) are detained by Mexican or U.S. authorities, for any reason, I understand and agree that the other participants will proceed without me/them/us to the next destination and I will be responsible for all arrangements and costs of my/their/our travel to that destination, or return travel.

- 6. **APPLICABLE LAW AND JURISDICTION.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California State law, without regard to its conflict of laws rules. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of San Diego County, California, in the United States of America.
- 7. **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 BTK has offered to refund any fees I have paid if I choose not to sign this Agreement.
- 8. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation or this Agreement, or any of its provisions, the Parties, and each or 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. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.
- 9. **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.
- 10. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. **EMERGENCY CONTACT.** In case of emergency, please contact:

Name: _____

Relationship: _____

Phone Number(s): _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FUTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Dated: _____

Participant's Signature: _____