



## **VERDELLO COOKING CLASS TERMS AND CONDITIONS**

These Terms and Conditions are an agreement between you (“Participant”) and Verdello, LLC, and its owners, agents, employees, insurers, successors and assignees (“Verdello”). Please read carefully as this affects your legal rights. In exchange for obtaining cooking class services, Participant agrees to the following:

### **GENERAL RELEASE OF LIABILITY**

While Verdello attempts to ensure a safe environment for cooking class services, Verdello’s kitchen contains potentially dangerous tools and utensils which are suitable to a kitchen environment. Participant will be exposed to and potentially using such items as, hot stoves, hot oil, and sharp tools including knives, blenders, and graters. This does not serve as an exhaustive list of potentially dangerous items Participant may be exposed to or using in the kitchen.

Participant hereby acknowledges the inherent risks associated with participating in a cooking class at Verdello as described above and hereby assumes full responsibility for personal injury to his/herself and (if applicable) his/her family members. Participant further releases and discharges Verdello for injury, loss or damage arising out of his/her or his/her family’s participation in a cooking class at Verdello, whether caused by the fault of Participant, his/her family, Verdello or other third parties.

### **INFECTIOUS DISEASE**

By agreeing to these terms and conditions, Participant acknowledges that due to the contagious nature of COVID-19 and other infectious diseases, Verdello cannot guarantee that a Participant in Verdello’s kitchen will not be exposed and/or infected. Further, Participant acknowledges that participation in a cooking class may increase the risk of a Participant in contracting COVID-19 or other infectious diseases. Participant therefore acknowledges the contagious nature of COVID-19 and other infectious diseases and voluntarily assumes the risk that he/she may be exposed to or infected by attending a cooking class at Verdello and that such exposures or infection may result in personal injury, illness, permanent disability, and death.

Participant agrees to not participate in a class if Participant, or anyone in Participant's household, has been experiencing COVID-19 symptoms, which include but are not limited to, fever, fatigue, dry cough, and difficulty breathing, in the last fourteen (14) days.

### **DAMAGE/LOSS OF PERSONAL PROPERTY**

Verdello will take all necessary care, but accepts no responsibility for the damage to or loss of personal property left on the property prior to, during or after a class or event. Verdello is not responsible for the loss or damage of personal items in any form.



### **CANCELLATION OF A CLASS OR EVENT**

Verdello may be unable to provide for a class or event, Verdello will either reschedule the event, refund the cost of the class within a reasonable amount of time, or provide store credit. Inclement weather, inability of the chef to conduct the class, health and safety concerns, or classes not having the minimum of eight (8) participants, are events that may rise to the level of cancellation and do not serve as an exhaustive list. If cancellation occurs, Verdello will notify Participant as soon as possible.

### **CUSTOMER CANCELLATION POLICY**

Verdello requires payment of the full amount prior to the scheduled class. Due to the small class size and high demand, Verdello has a strict seventy-two-hour cancellation policy. Any seat reservation cancelled at least seventy-two hours prior will be fully refunded. A refund is not guaranteed if Participant cancels within seventy-two-hour period. Participant agrees to provide notice as soon as possible by calling Verdello during store hours at 307-655-8777.

### **FOOD ALLERGIES**

Participant has an obligation to notify Verdello of any food allergy prior to the event. While Verdello will attempt to reasonably accommodate a Participant's allergies, participants will be exposed to various food products and Verdello cannot guarantee that Participant will not be exposed to potential allergens. If a potential Participant has any questions regarding a class and the ingredients of a class prior to the event, it is Participant's sole responsibility to contact Verdello at 307-655-8777 during store hours.

Participant hereby acknowledges the inherent risks associated with participating in a cooking class at Verdello with respect to potential allergens as described above and hereby assumes full responsibility for personal injury to his/herself and (if applicable) his/her family members. Participant further releases and discharges Verdello for injury, loss or damage arising out of his/her or his/her family's exposure to allergens during a cooking class at Verdello, whether caused by the fault of Participant, his/her family, Verdello or other third parties.

### **ALCOHOLIC BEVERAGES**

Under Verdello's liquor license, Verdello may provide alcoholic beverages to participants over the age of 21 as part of the cooking class. Further, Participant may purchase alcoholic beverages available in store for consumption and Participant is also welcome to bring alcoholic beverages, limited to beer and wine, to the cooking classes. If Participant brings in their own alcoholic beverages, Verdello reserves the right to charge a reasonable "corking fee." Participant agrees to consume the alcoholic beverages responsibly. It is Participant's sole responsibility to coordinate safe driving practicing and to not drive while under the influence. Further, if Participant leaves the facility with any open alcoholic beverages, it is Participant's sole responsibility to seal the



beverage and to comply with all open container laws. Verdello will not tolerate any underage consumption or excessive drinking and will resolve situations in an appropriate manner which causes the least interference with rest of class. Verdello reserves the right to involve law enforcement in such circumstances. Verdello will not provide Participant with a refund for the class in the event Participant is asked to leave the premises for violating this provision.

## **RECIPES**

The recipes provided to Participant during the course of the cooking class are the property of Verdello or the Chef teaching the class and Verdello and the Chef retain all rights to the recipes. Participant agrees the recipes are only for Participant's personal non-commercial use and may not be sold, transferred or disseminated to others without the written consent of Verdello.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of Wyoming.

## **INDEMNIFICATION**

Participant acknowledges the potentially dangerous circumstances arising from a cooking class, including but not limited to dangerous conditions of a working kitchen, exposure to potential infectious diseases, consumption of alcohol, and exposure to allergens (collectively "Cooking Class Conditions"), and voluntarily assumes the risk that he/she may be exposed to these Cooking Class Conditions that may result in personal injury, illness, permanent disability, and death. Participant understands that the risks of these Cooking Class Conditions may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, Verdello employees, volunteers, and other participants. In understanding these risks, Participant voluntarily agrees to assume all of the foregoing risks and hereby forever releases, waives, discharges, and covenants not to sue Verdello, its officers, agents, employees, representatives, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant related to these Cooking Class Conditions and participation in cooking classes ("Claims") whether caused by the negligence of the Released Parties, other cooking class participants, or otherwise, while participating in any activity while in, on, or around Verdello and/or while using Verdello facilities or kitchen materials. Participant understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of Verdello, its employees, agents, and representatives, whether any conditions, such as an infectious disease infection occurs before, during or after participation in any cooking classes at Verdello.



**SEVERABILITY AND WAIVER**

No failure or delay to enforce an obligation or exercise a right or remedy shall impair Verdello from enforcing an obligation nor shall it constitute a waiver of any right or remedy. If any provision of these Terms and Condition is held unenforceable for any reason, such provision shall be considered severed or modified to reflect the parties’ intentions, and all remaining provisions of the Agreement shall be valid and enforced to the extent permitted by law.

**MEDIA RELEASE**

Participant grants Verdello permission to take photographs and/or video recordings for use on Verdello’s websites, social media sites (including but not limited to Instagram, Facebook, Pinterest, LinkedIn, etc.) and in publications, promotional fliers, educational materials, derivative works. Participant acknowledges these photographs and/or video recordings may be accessible on the internet. Participant also waives any right to compensation arising from the use of photographs and/or video recordings. Participant releases Verdello from any and all claims, demands, rights, promises, damages, and liabilities arising out of or in connection with the use or distribution of any photograph or recordings. Please check the box if you also grant Verdello permission to identify you by name on Verdello’s websites and social media sites (including but not limited to Instagram, Facebook, Pinterest, LinkedIn, etc.). Participant may revoke this permission by providing Verdello written notice prior to any class Participant attends.

By ascribing a signature to this document, Participant warrants and acknowledges that he/she has read the above terms and conditions of participating in Verdello’s cooking classes and understands the terms as set forth. Further Participant warrants and acknowledges that he/she is agreeing to these terms voluntarily.

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Participant/Guardian of Participant

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Date