

**Terms, Conditions
Liability Waiver and Release,
Consent to Medical Attention,
and Grant of Rights**

By participating in the food tasting and cultural expedition (“Expedition”) offered by Culinarian Expeditions, LLC (the “Company”), I agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights (“Waiver”):

1. Voluntary Participation. I understand and confirm that my participation in the Expedition is voluntary. My initial payment confirms my intention to participate in the Expedition. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Expedition.

2. Comprehension of Risk. I fully comprehend and accept all of the risks associated with my participation in the Expedition including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. I understand that the Expedition takes place in public venues under conditions largely beyond the Company’s control.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Expedition. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Expedition.

4. Release of Liability; Limitation of Damages. I hereby forever and unconditionally release the Company and its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively “Released Entities”), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney’s fees) for death, injury, loss or damage of property, (collectively “Claims”) in any way arising out of my participation in the Expedition, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. All liability arising out of my participation in the Expedition is cumulative and not per incident. In no event shall the Company be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if the Company has been informed of the possibility thereof.

5. Indemnification. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Expedition.

6. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of the Company, its successors and assigns.

7. Health and Travel Insurance. I understand I am solely responsible for appropriate Health and Travel insurance coverage. I have reviewed my existing health insurance coverage during international travel and have arranged for any additional insurance that may be required to meet my personal needs during the Expedition including travel interruption insurance, baggage insurance and medevac insurance.

8. Consent to Medical Treatment. I authorize Company to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Company to provide such assistance, transportation, or services.

9. Severability. If any provision of this Waiver is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

10. Promotional Release. I hereby grant to Company the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Expedition, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). The Company has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that the Company is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works.

11. Cancellations and Refunds. Company reserves the right to cancel the Expedition in case there is an insufficient number of participants and in such case Company will issue a full refund of payments received. I can request to cancel my participation at any time. Requests for a cancellation refund must be made in writing before the

deadline. The deadline for a full refund of payments made excluding the non-refundable deposit is 90 calendar days before the start date of the Expedition. The deadline for a 50% refund of payments made excluding the non-refundable deposit is 60 calendar days from the start date of the Expedition. I understand that no refund will be issued if I cancel after the deadline.

12. COVID-19. In case government authorities restrict or impede travel to the destination of the Expedition due to Covid-19, Company will issue a credit towards any of its future Expeditions for any amounts paid on or after May 1, 2021.

13. Force Majeure. Company shall not be deemed in default of this Agreement or be responsible for any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, embargo, confiscation, nationalization, government sanction, blockage or interruption or failure of electricity or telecommunication service or other similar events beyond the reasonable control of the Company, provided that the Company relying upon this provision gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event.

14. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of laws rules. I agree to submit to the personal and exclusive jurisdiction of the courts located within Harris County, Texas and therefore agree to file any grievance or suit of any kind exclusively in the courts located within Harris County, Texas.

THIS IS A WAIVER AND RELEASE OF LIABILITY BY PARTICIPATING IN THE EXPEDITION, I REPRESENT THAT I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS. BY CONTINUING TO PARTICIPATE IN THE EXPEDITION, I AM INDICATING MY VOLUNTARY AGREEMENT TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY.

Name (please print) _____

Date _____

Signature _____