

**PRESIDENT'S CHOICE COOKING SCHOOL**  
**WAIVER FORM**

As a participant of a cooking class located in a President's Choice PCCS ("PCCS") at Loblaw's Inc. ("Loblaw"), I fully understand and acknowledge that:

- a) cooking classes have inherent risks, dangers and hazards and these exist in my participation in the classes;
- b) my participation in the classes may result in injury, illness or harm to me or others;
- c) these risks and dangers may be caused by the negligence of the operators, owners, employees, officers, representatives or agents of Loblaw, the negligence of the other participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; and
- d) by participating in the classes, I assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence, acts or omissions or other conduct of the owners, agents, officers, representatives or employees of Loblaw, or by any other person.

On behalf of myself, my personal representatives and my heirs, I hereby voluntarily release, waive, discharge, hold harmless, and agree to defend and indemnify Loblaw, its affiliates and each of their respective agents, shareholders, officers, directors representatives and employees (collectively the "Released Parties") from any and all claims, actions or losses for bodily injury, property damage, wrongful death, harm, illness, loss of services or otherwise which may arise out of my participation in the classes. I further agree to indemnify and hold the Released Parties harmless in respect of any claims arising in connection with the classes made by:

- a) third parties, which arise from the misconduct of the participants or Released Parties;
- b) my family members, or dependants of heirs,
- c) third parties or friends, and each of their family member or dependants or heirs which I, or my estate, have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from Loblaw; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of the Released Parties.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

*If under 18 years of age, a parent or legal guardian is required to sign:*

I hereby certify that I am the parent/legal guardian of \_\_\_\_\_, and confirm that he/she has my permission to participate in the activities to take place at PCCS. I hereby agree to well and sufficiently indemnify and save harmless the PCCS and keep the PCCS indemnified and harmless of any and all demands, actions, proceedings, liability claims, damages, together with the costs and expenses thereof, that may hereafter at any time be made or brought by or on behalf of my child for any injury, loss, damage, expense and costs sustained or alleged to have been sustained by my child howsoever arising from the aforesaid activity provided.

In signing this waiver form, I \_\_\_\_\_ hereby acknowledge that I have read the Waiver completely, understand it, and am authorized to bind the participant.