

WAIVER, RELEASE AND INDEMNIFICATION OF CLAIMS

The followings includes a waiver of rights, a release of liability, a limitation of damages and an indemnification. Please read it carefully before agreeing to these terms and conditions.

By purchasing tickets for and participating in Soup Sunday (the "Event"), sponsored by Youth Villages (the "Company"), and in consideration of being allowed to participate in the tasting(s), the receipt and sufficiency of which is hereby acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this Waiver, Release, and Grant of Rights (the "Agreement"):

1. Voluntary Participation. I understand and confirm that my participation in the Event is voluntary. I am in good health and suffer from no minor or serious physical or mental injury, illness or disability that would make me especially susceptible to injury or disability while participating in the Event.
2. Comprehension of Risk.
 - I fully comprehend and accept all of the risks associated with my consumption of food 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 am aware of the contagious nature of the coronavirus and the serious and life-threatening disease it causes (COVID-19), and I hereby voluntarily assume the risk that I may be exposed to or infected by the coronavirus by attending the event and that such exposure or infection may result in my developing COVID-19, causing injury, illness, damage, disease, disability, or death (collectively, "Harm"). I understand that the risk of Harm may or may not result from the actions, omissions, or negligence of myself and others including, but not limited to, staff, employees, officers, trustees, volunteers, contractors, and guests. I accept sole responsibility for any Harm that I or any of my family members may suffer or incur as a result of or in any way related to my attendance at the event.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Event. Although the Company will do its best to accommodate food allergies and preferences of which it is aware, I retain sole responsibility for ensuring that the food restrictions and preferences, and I waive all claims against the Company arising out of my consumption of any and all food and beverages to which I may have an allergy or aversion.
4. Release of Liability. 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, directors and any person or entity acting on Company's behalf (collective, the "Released Entities") from any and all claims, actions, damages, liabilities, losses, costs and expenses, including but explicitly not limited to attorney fees for death, injury, loss of damage of property, or any other claims that in any way arise out of my participation with the Event, including any and all claims resulting from the negligence of the Released Entities. I release the company from any and all future claims for special, incidental, exemplary, punitive, consequential, or indirect damages and from any and all equitable remedies.

5. Indemnification. In addition to and without limitation of or by the other provisions of this Agreement and to the fullest extent permitted by applicable law, I agree to fully protect, indemnify, and defend the Released Entities and hold them harmless from and against any and all claims, demands, damages, causes of actions, and liabilities of any and every nature whatsoever arising out of in connection with or caused in whole or in part by my acts or omissions while participating in the Event, including without limitation economic injury to, bodily injury to, or death of any person, regardless of concurrent or supervening causes or any contributing fault or negligence of any of the Released Entities or any breach or failure to comply with any of the provisions of this Agreement. I hereby acknowledge that this Agreement is intended to protect, indemnify, and hold the Released Entities harmless from the consequences of the Released Entities' own negligence and actions. This indemnification shall be in addition to all other terms of the Agreement and shall not limit or be limited by any other provisions of this Agreement.
6. Binding Effect. This Agreement 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. Consent to Medical Treatment. I authorize the 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.
8. Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected.
9. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee.
10. Promotional Release. I hereby grant the Company, including Company's successors and assigns, the right and authority to use my name, likeness, photograph and/or picture from the Event for any and all commercial or non-commercial purposes known or later developed in perpetuity throughout the universe without further obligation or compensation.
11. Representations. I represent that, to the best of my knowledge, I have not: (a) tested positive for COVID-19 within the last fourteen (14) days; or (b) presented symptoms of COVID-19 within the last fourteen (14) days. I understand that symptoms of COVID-19 may include, but are not limited to: fever; fatigue; cough; shortness of breath or difficulty breathing; sore throat; chills; muscle pain; and sudden loss of taste or smell. I will not attend the event if I have been in contact with any person in the past fourteen (14) days who has tested positive for COVID-19 or is symptomatic and waiting for results of a test for COVID-19. I further represent that I will: 1) wear a face mask or covering at all times when anywhere indoors at the event; and 2) abide by CDC and Shelby County advisories.

This Agreement waives substantial rights and includes a release of liability, a limitation of damages, an indemnification, and a grant of use of my likeness. I have read this entire document. My participation in the Event is expressly subject to my acceptance of the terms of this Agreement, and I will not participate in the Event unless I have accepted the terms and conditions set forth in the Agreement on behalf of myself and on behalf of any minor for whom I am making payment or who I bring with me for the Event.

FOODS MORE LIKELY TO BE ASSOCIATED WITH FOODBORNE ILLNESS

Raw foods of animal origin are those most likely to be contaminated; that is, raw meat and poultry, raw eggs, unpasteurized milk, and raw shellfish. Because filter-feeding shellfish strain microbes from the sea over many months, they are particularly likely to be contaminated if there are any pathogens in the seawater. Foods that mingle the products of many individual animals, such as bulk raw milk, pooled raw eggs, or ground beef, are particularly hazardous because a pathogen present in any one of the animals may contaminate the whole batch. A single hamburger may contain meat from hundreds of animals. A single restaurant omelet may contain eggs from hundreds of chickens. A glass of raw milk may contain milk from hundreds of cows. A broiler chicken carcass can be exposed to the drippings and juices of many thousands of other birds that went through the same cold water tank after slaughter. Fruits and vegetables consumed raw are a particular concern. Washing can decrease but not eliminate contamination, so the consumers can do little to protect themselves. Recently, a number of outbreaks have been traced to fresh fruits and vegetables that were processed under less than sanitary conditions. These outbreaks show that the quality of the water used for washing and chilling the produce after it is harvested is critical. Using water that is not clean can contaminate many boxes of produce. Fresh manure used to fertilize vegetables can also contaminate them. Alfalfa sprouts and other raw sprouts pose a particular challenge, as the conditions under which they are sprouted are ideal for growing microbes as well as sprouts, and because they are eaten without further cooking. That means that a few bacteria present on the seeds can grow to high numbers of pathogens on the sprouts. Unpasteurized fruit juice can also be contaminated if there are pathogens in or on the fruit that is used to make it.

A FEW SIMPLE PRECAUTIONS TO REDUCE THE RISK OF FOODBORNE DISEASES CHILL

Refrigerate leftovers promptly. Bacteria can grow quickly at room temperature, so refrigerate leftover foods if they are not going to be eaten within 4 hours. Large volumes of food will cool more quickly if they are divided into several shallow containers for refrigeration.

SOME INDIVIDUALS AT PARTICULARLY HIGH RISK SHOULD TAKE MORE PRECAUTIONS

Pregnant women, the elderly, and those weakened immune systems are at higher risk for severe infections such as *Listeria* and should be particularly careful not to consume undercooked animal products. They should avoid soft French style cheeses, pates, uncooked hot dogs and sliced deli meats, which have been sources of *Listeria* infections. Persons at high risk should also avoid alfalfa sprouts and unpasteurized juices. A bottle-fed infant is at higher risk for severe infections with *Salmonella* or other bacteria that can grow in a bottle of warm formula if it is left at room temperature for many hours. Persons with liver disease are susceptible to infections with a rare but dangerous microbe called *Vibrio vulnificus*, found in oysters. They should avoid eating raw oysters.