

TERMS AND CONDITIONS

REFUND POLICY:

REFUND/RESCHEDULING POLICY:

All sales are final and no refunds or transfers will be issued once a class or event is purchased. There will be no exceptions made in regards to this policy. This includes any and all Covid related needs to cancel. The planning that goes into executing our classes and events between staffing, purchasing and other details does not allow us the flexibility to refund or transfer your tickets to a new date. Guests are welcome to send someone in their place at any point to take their seat in the class if the purchaser can no longer attend. We will do our best to try and resell your seats if you are unable to attend and if we are made whole, we can offer a full credit to a future event/class. There is 10% administrative fee to facilitate this.

If you are purchasing tickets for more than just yourself, you agree and guarantee that you have the authority of the other people in your party on whose behalf tickets are purchased to accept the terms and conditions; that you have given them the opportunity to read it; and you have told them that they must accept the terms if they want to participate. You will indemnify us if these representations are not true.

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WEATHER POLICY:

Please note we rarely (if ever) cancel classes or events due to the weather. If you are traveling from afar, please take this into consideration as we cannot accommodate any cancellations if the weather may impact your travel to get to CoCreate We want to ensure the safety of our customers, but we are located in the North East where there is often rain and snow and cannot cancel or allow for rescheduling due to the weather.

EVENT CANCELLATIONS:

CoCreate reserves the right to cancel any class or event that fails to attract sufficient enrollment. In the case of cancellation, all guests will be notified and a **full credit** to another class or event of equal or lesser value will be given. In the event that businesses are forced to cease operations in accordance with any local, state, or federal regulations **related to COVID-19** or other health-related issues, a **credit** will be issued. **Refunds will not be issued for any reason.**

PARTICIPANT AGES:

This event is intended to be for adults ages 18+. I hereby certify that all attendees in my group will be of age and will require to show a state certified ID in order to obtain an alcohol beverage. No one under 21 will be served alcohol.

WAIVER AND RELEASE OF LIABILITY

In consideration of CoCreate furnishing services to enable me to participate in one of its courses or events, I agree as follows:

I fully understand and acknowledge that all onsite activities have (a) inherent risks, dangers and hazards and such exists in my participation in any of CoCreate classes or events; (b) my participation in such activities may result in injury or illness; (c) these risks and dangers may be caused by the negligence of participant or others in such activities, accidents or other causes; and (d) by my participation in these activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify CoCreate and its present and former owners, teachers, managers, all employees and agents from any and all claims, actions or losses (including, but not limited to, reasonable attorney's fees incurred in defending any claim) for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in CoCreate's activities, except where the loss, injury, death or damage is caused by the reckless or grossly negligent conduct on the part of CoCreate or its owners, managers, teachers, employees or agents.

I understand that I am responsible for knowing my food allergies, inquiring about the ingredients in all dishes and for declining any dishes that may contain any ingredients that I may be allergic to. CoCreate and its owners, managers, teachers, employees or agents are not responsible for any food related allergic reactions.

I understand that in the event I am unable to follow the directions provided to me in a safe manner or I am deemed to be of an inappropriate age or deemed to be intoxicated by my instructor or any other representative of CoCreate, I will not be allowed to complete the class or remain at the event and will be asked to vacate the premises.

I ('Participant') understand that CoCreate and its employees, independent contractors, successors, licensees and assigns reserves the right to photograph, film, videotape or otherwise record classes, courses or events at or in connection with the School. Participant agrees and authorizes the School Entities to photograph, film, videotape, or otherwise record Participant's image, picture, appearance or likeness (the 'Recordings') and to use any such Recordings for promotional and/or commercial purposes in any and all media without any compensation or remuneration to the Participant. Participant assigns all rights Participant may have relating to the reproduction, use and modification of the Recordings to the Culinary Studio Entities and waives any rights Participant may have to inspect or approve such recordings. Participant hereby releases and waives the Culinary Studio Entities from any and

all claims under state or federal law regarding the Recordings, including but not limited to infringement of the rights of privacy and publicity. Participant represents and warrants that he/she has the legal right to grant this release.