

**WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT CHEF DEMONSTRATIONS and FOODS OTHERWISE TRANSPORTED, FUTURE PREPARED AND CONSUMED**

Food preparation carries with it inherent risks that include but are not limited to health hazards resulting from improper transport, handling and storage.

**WAIVER:**

In consideration of being permitted to participate in any chef demonstration or related event at the Colorado Convention Center (an "Event") where prepared food, cooked, perishable or otherwise are transported, further prepared, and consumed, I, for myself, my heirs, personal representatives or assigns, agents, employees and affiliates, do hereby release, waive, discharge, and covenant not to sue Centerplate, SMG, City & County of Denver, their affiliates, direct or indirect, officers, employees, and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any Event.

**ASSUMPTION OF RISKS**

Participation in any Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, and can include but are not limited to cooking food thoroughly; separating and not cross contaminating foods; chilling or refrigerating food appropriately; cleaning foodstuffs, instruments and hands used in and for food preparation; fire or gas hazards.

**INDEMNIFICATION AND HOLD HARMLESS**

I agree to INDEMNIFY AND HOLD HARMLESS Centerplate, SMG, City & County of Denver, their affiliates, direct or indirect, officers, employees, and agents (the "Indemnitees") from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Events, whether brought by me, my company or its agents or employees, or other third parties, and to reimburse the Indemnitees for any such expenses incurred.

**ACKNOWLEDGEMENT OF UNDERSTANDING**

I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, am over the age of 18, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

GROUP(s): \_\_\_\_\_

CONTRACT(s) #(s): \_\_\_\_\_