

## WAIVER AND RELEASE OF CLAIMS

By virtue of purchasing tickets for and/or participating in the food tours, culinary events and any activity offered by Bon Moment LLC (the "Company") and any of its sister companies or subsidiaries, and in consideration of being allowed to purchase said tickets, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, said purchaser/tour participant (the "Participant") understands, acknowledges represents, warrants and agrees as follows, with the knowledge that the Company will rely on same:

1. Participant desires to participate in the food tours and culinary events offered by the Company (the "Activities").
2. Participant fully comprehends and accepts all of the risks associated with his/her participation in the Activities including, without limitation, exposure to unfavorable weather conditions, food sickness, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, other participants, automobiles, pedestrians and the like) and death.
3. Participant is in good health and suffers from no minor or serious physical or mental injury, illness or disability that would make Participant especially susceptible to injury or disability while performing any activity contemplated by this Waiver and Release of Claims.
4. Participant grants to Company and Company's assigns the irrevocable, sub-licensable right and authority to use Participant's name, likeness, photograph and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to Participant.
5. PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES IS AT PARTICIPANT'S OWN SOLE RISK. PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, HEREBY FOREVER AND UNCONDITIONALLY RELEASES THE COMPANY, AND ANY AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, PRESENT AND FORMER EMPLOYEES, OWNERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, INSURERS, SHAREHOLDERS AND DIRECTORS OF THE FOREGOING (INCLUDING, WITHOUT LIMITATION, MICHELLE MASHON, BON MOMENT LLC, BONMOMENTNOLA.COM) (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE TOURS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR DEATH, INJURY, LOSS OR DAMAGE TO PARTICIPANT, TO ANY ONE ELSE, OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY OR ANY OF THE RELEASED PARTIES. PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, FURTHER AGREES TO DEFEND AND INDEMNIFY THE RELEASED PARTIES, AND TO HOLD THE RELEASED PARTIES HARMLESS, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) AND LOSSES OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.

6. This Waiver and Release of Claims constitutes the entire agreement and understanding between Participant and the Released Parties, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained in this Waiver and Release of Claims.

7. None of the provisions of this Waiver and Release of Claims can be waived or modified except expressly in writing signed by Participant and the party against whom the waiver or modification is sought to be enforced. Failure of any of the Released Parties to enforce any of their rights hereunder at any time shall not act as a waiver to enforce their rights under this Waiver and Release for same or similar acts at any subsequent time.

### **Image use**

By purchasing a ticket for an event or activity, I hereby grant BON MOMENT LLC, as well as, its directors, officers, employees, agents, and designees evocable permission to capture my image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "IMAGES"). I further grant BON MOMENT LLC permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to BON MOMENT LLC business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by BON MOMENT LLC prior to its use. I release and hold BON MOMENT LLC harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

### **COVID 19**

## **COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims**

#### **COVID-19 SAFETY INFORMATION:**

While participating in tours or events held or sponsored by BON MOMENT LLC, "social distancing" must be practiced and face coverings worn at all times except when eating or drinking to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, BON MOMENT LLC has put in place preventative measures to reduce the spread of COVID-19. However, BON MOMENT LLC cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in BON MOMENT LLC events and/or other face to face fundraising activities. By attending an BON MOMENT LLC event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

**DUTY TO SELF-MONITOR:**

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact BON MOMENT LLC at info@bonmomentnola.com if he/she experiences symptoms of COVID-19 within 14 days after participating in an BON MOMENT LLC tour or event of any kind.

**LIABILITY WAIVER AND RELEASE OF CLAIMS:**

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with BON MOMENT LLC, and I willingly engage in BON MOMENT LLC events and/or other fundraising activities (the “Activity”).

**RELEASE AND WAIVER**

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST FOOD TOUR CORPORATION AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, GUIDES, AND RESTAURANTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

**ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**MEDICAL ACKNOWLEDGMENT AND RELEASE.** I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, guide, or attendee, You recognize that your participation, involvement and/or attendance at any Food Tour Corporation event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the Bon Moment LLC (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.