Hands-On Cooking with Chef Roger - PARTICIPATION AGREEMENT
INCLUDING ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

I, __________________________ desire to participate in the Rice University’s Susanne M. Glasscock School of Continuing Studies course entitled “Hands-On Cooking with Chef Roger” (the “Course”). I acknowledge the Course is participatory in nature and will involve cooking in a commercial kitchen, including working with sharp knives, boiling water, hot oils, open flames, hot surfaces, and other risks attendant with food preparation. In consideration of being allowed to participate in the Course, I hereby acknowledge and agree as follows:

1. My participation in this Course involves certain risks, including the risk of personal injury resulting from cooking in a commercial kitchen. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my participation in the Course, including, but not limited to, property damage and loss, bodily injuries, sickness, disease and death. To minimize any risks, I agree not to attempt any kitchen task if I am unsure how to accomplish it safely. I also agree to ask the Course instructor sufficient questions to understand the safest manner in which to accomplish any tasks I am asked to do in the Course.

2. I shall comply with all applicable laws and all policies of Rice, including its alcohol and drug-free policies, while participating in the Course. If my participation in the Course is at any time deemed detrimental to the Course or its other participants, as determined by Rice in its sole discretion, I understand that I may be expelled from the Course without Rice incurring any liability.

3. I fully and forever RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE, Rice (including, but not limited to, its trustees, employees and representatives), from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys’ fees), from any cause whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with my participation in the Course, whether or not foreseeable or contributed to by the negligent acts or omissions of Rice or others.

4. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement may only be amended, in whole or in part, in a writing duly executed by me and Rice. This Agreement shall be interpreted and enforced under Texas laws, without regard to any conflicts or choice of law principles, and shall be as broad and inclusive as permitted by such laws. If a court holds any provision of this Agreement unenforceable, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.

5. I (i) have read and fully understand this Agreement, (ii) intend that it benefit Rice and be legally binding upon and enforceable against me and my family, estate, heirs and legal representatives, and (iii) confirm that I am at least eighteen years old, fully competent, and entering into this Agreement voluntarily of my own judgment.

AGREED and executed as of ____________________________, 20__:

DATE

Signature: ____________________________ Print Name: ____________________________

After signing, please return this form before the first class, either by fax to 713-348-5213; by email to andym@rice.edu; or postal mail to: Andy Rodriguez
Rice University
Susanne M. Glasscock School of Continuing Studies – MS 550
P. O. Box 1892
Houston, TX 77251-1892

(Ver.12/12)