



Dear Parent and/or Legal Guardian:

The Junior League of Dallas, Inc., in partnership with your child's after-school care provider, is pleased to offer your child the opportunity to participate in an exciting program focused on empowering youth to make healthy lifestyle choices and reverse the growth of childhood obesity and its associated health issues. *Kids in the Kitchen* is a five-week nutrition and fitness program that teaches long-term nutritional knowledge, cooking skills, healthy recipes, and the importance of exercise to maintain a healthy lifestyle. The goal of the program is to inspire children to make healthy food choices throughout their lives. The program is being offered at **no cost** to participating children, through a generous sponsorship from UnitedHealthcare.

Kids in the Kitchen activities will take place over five weeks and will be taught by your after-school program provider. The program will allow your child to:

- Understand the importance of healthy food choices and maintaining a healthy lifestyle
- Experience hands-on recipe preparation
- Demonstrate kitchen and cooking safety
- Recognize the benefits of being physically active
- Be exposed to mealtime etiquette
- Build self-esteem through program participation

We look forward to having your child participate in this rewarding program. Please return the attached Consent, Liability Release, Indemnification and Photographic Release Form completed and executed by you no later than Monday, February 6, 2023 to the appropriate contact at the after-school provider. If you have any questions regarding the program or consent forms, please contact your after-school provider.

Sincerely,

Audrey Maxwell Kids in the Kitchen

Committee Chair

Junior League of Dallas, Inc.

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Parent/Legal Guardian Consent, Liability Release, Indemnification and Photography Release Form (Read carefully before signing)

This form MUST be completed and signed in order for your child to participate in the *Kids in the Kitchen* program. Please fill out and return this form to the participating care provider.

I, the undersigned parent or legal guardian, agree to allow			
("Child") to take part in the Kids in the Kitchen program (the "Program") at			
("Care Provider").			
The school grade and age of my Child is as Age: follows: Grade:			
My Child has the following food allergies, food restrictions or both. If none, then write "NONE" in the space provided below. This is very important as neither the Junior League of Dallas, Inc. ("JLD") or your Child's Care Provider will be aware if no food allergies or food restrictions are listed.			
Food Allergies:			
(if none, write "NONE")			
Food Restrictions:			
(if none, write "NONE")			

AS LAWFUL CONSIDERATION FOR THE CHILD BEING PERMITTED BY JLD TO PARTICIPATE IN THE PROGRAM, I AGREE AS FOLLOWS:

1. <u>RELEASE BY PARENT OR LEGAL GUARDIAN</u>. I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS RELEASE, AND WILL NOT MAKE A CLAIM AGAINST, SUE, ATTACH THE PROPERTY OF, OR PROSECUTE, JLD OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, VOLUNTEERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INSURERS ("RELEASED PARTIES") FOR INJURY OR DAMAGE ARISING

OUT OF, RELATING TO OR IN CONNECTION WITH CHILD'S PARTICIPATION IN THE PROGRAM. THE CLAIMS HEREBY RELEASED INCLUDE THOSE RESULTING IN WHOLE OR IN

PART FROM, OR CAUSED IN WHOLE OR IN PART BY, THE NEGLIGENCE OF JLD OR ANY OF THE RELEASED PARTIES.

- 2. INDEMNIFICATION FOR CLAIMS OF OR ON BEHALF OF CHILD OR ANY OTHER FAMILY MEMBER. I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS JLD AND ANY OF THE RELEASED PARTIES AGAINST ANY LOSS, CLAIM, DAMAGE, LIABILITY OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) WHETHER KNOWN OR UNKNOWN, ASSERTED BY CHILD OR ANY OTHER FAMILY MEMBER OF PARENT, GUARDIAN OR CHILD ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE PARTICIPATION IN THE
- PROGRAM BY CHILD. THIS INDEMNITY INCLUDES ANY LOSS, CLAIM, DAMAGE, LIABILITY OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) WHETHER KNOWN OR UNKNOWN, RESULTING IN WHOLE OR IN PART FROM, OR CAUSED IN WHOLE OR IN PART BY, THE NEGLIGENCE OF JLD OR ANY OF THE RELEASED PARTIES.
- 3. <u>INTENTION TO RELEASE AND INDEMNIFY</u>. IT IS MY INTENTION BY THIS INSTRUMENT TO RELEASE AND INDEMNIFY JLD AND ANY OF THE RELEASED PARTIES FROM ALL LIABILITY WHATSOEVER, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY LIABILITY (i) RESULTING IN WHOLE OR IN PART FROM OR CAUSED IN WHOLE OR IN PART BY ACTS OF
- NEGLIGENCE, (ii) FOR PERSONAL INJURY, (iii) FOR PROPERTY DAMAGE OR (iv) WRONGFUL DEATH OF CHILD. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNIFICATION BY READING IT BEFORE I SIGNED IT.
- 4. PHOTOGRAPHIC RELEASE. I HEREBY CONSENT AND GRANT TO THE JLD AND ANY PHOTOGRAPHER OR PRODUCTION COMPANY IT SHALL EMPLOY PERMISSION (1) TO TAKE PHOTOGRAPHS (MOVING OR STILL) AND RECORD THE VOICE OF CHILD IN CONNECTION WITH THE PROGRAM, (2) TO PUT THE FINISHED PICTURES, NEGATIVES, REPRODUCTIONS AND COPIES OR THE ORIGINAL PRINTS AND NEGATIVES OF CHILD (WHETHER OR NOT SUCH PHOTOGRAPHS ARE ALTERED OR DISTORTED, INTENTIONALLY OR BY THE NATURE OF THE PHOTOGRAPHY OR DEVELOPMENT PROCESS) AND ANY SOUND TRACK RECORDINGS, AND OTHER RECORDINGS WHICH MIGHT BE MADE OF THE VOICE OF CHILD (WHETHER OR NOT SUCH RECORDINGS ALTER OR OTHERWISE DISTORT THE VOICE OF CHILD), CHILD'S NAME OR LIKENESS (COLLECTIVELY "TANGIBLE AND INTANGIBLE ITEMS") IN OR CONNECTION WITH THE PROGRAM IN ALL MEDIA FORMATS, AND (3) TO USE, PUBLISH, REPRODUCE AND COPYRIGHT SUCH TANGIBLE AND INTANGIBLE ITEMS IN ALL MEDIA FORMATS AND TO ATTRIBUTE TO YOU ANY STATEMENTS MADE BY YOU IN CONNECTION WITH THE PROGRAM, IN ANY MANNER DEEMED PROPER BY THE JLD, SO LONG AS SUCH USE IS IN CONNECTION WITH THE EXHIBITION, ADVERTISING, PROMOTION OR DISTRIBUTION OF THE PROGRAM OR THE AFFAIRS OF THE JLD. I FURTHER AGREE AND WARRANT THAT THE ABOVE-MENTIONED MINOR CHILD WILL NOT

DISAFFIRM OR DISAVOW THIS CONSENT AND PERMISSION ON THE GROUND THAT CHILD WAS A MINOR ON THE DATE OF EXECUTION THEREOF OR ANY SIMILAR GROUNDS WHATSOEVER, OR ENDEAVOR TO RECOVER FROM THE JLD OR ANY OF THE RELEASED PARTIES, OR THROUGH ANY GUARDIAN, ANY SUMS FOR PARTICIPATING IN THE PROGRAM OR FOR THE USE OF THE TANGIBLE AND INTANGIBLE ITEMS. RELEASOR HEREBY RELEASES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM ARISING FROM PARTICIPATION IN THE PROGRAM OR THE TANGIBLE AND INTANGIBLE ITEMS.

5. <u>REPRESENTATIONS AND WARRANTIES</u>. I FURTHER STATE THAT (A) I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE AND INDEMNIFICATION AND I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE ACT, AND (B) I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD LISTED ABOVE.

Signature of Parent or Legal Guardian:			
Printed Name of Parent or Legal (Guardian:		
Date of Execution:	, 20		
Home Phone Number:	Work Phone Number:		

Food Allergy and Restriction List

Child's Name	Food Allergies	Food Restrictions
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		