

In My Kitchen

POLICIES

In My Kitchen Inc. Terms and Conditions & Waiver of Liability

DIETARY RESTRICTIONS:

Our hosts are not equipped to make substitutions, we will do our best to accommodate dietary constraints by discussing with you the most suitable menu for your specific dietary restrictions.

The menus cannot be altered in any way to suit personal preferences, and participation is at your own risk. Allergies are the responsibility of the attendee and not of In My Kitchen Inc. We are unable to take responsibility for allergic reactions to foodstuffs. Food prepared both on and off site may contain traces of nuts, dairy and other allergens.

PRICES:

All prices are listed in Canadian Dollars (CAD) . Prices are subject to change.

GIFT CARDS:

In My Kitchen gift cards are non-refundable, not redeemable for cash and cannot be replaced if lost, damaged or stolen. All gift cards are redeemable through the In My Kitchen on-line store.

CANCELLATION POLICY:

In My Kitchen does *not* offer cash, credit or debit card refunds. Please carefully read the following information on our policy regarding transfers, cancellation and fees:

Should you need to reschedule a booked culinary experience, we appreciate advance notice.

If you cancel two weeks before your experience you will receive a full credit, which you can apply to another culinary experience. After that, you may send someone else in your place (we ask you to notify us in advance if you're doing this). In the rare event that an instructor needs to cancel last minute, students will receive a full refund. We do not otherwise offer refunds.

Please note that it is the responsibility of the booked customer to arrange for suitable transportation before and after an In My Kitchen experience. In My Kitchen does not allow refunds or transfers due to weather conditions.

MAXIMUM COOKING CLASS

We cannot take bookings for groups of more than 6 people. For group bookings of 7 or more people

In My Kitchen

please visit the Custom Experience section for further information.

ATTENDANCE OF MINORS

For our standard cooking experiences, attendees under the age of 19 must be accompanied by a participating adult. We will need an agreement signed by a parent or guardian prior to the experience. This agreement will be sent out about 3-5 days prior to the cooking experience. In my Kitchen must be notified in advanced of a minor attending an In My Kitchen experience.

DELIVERY

All class bookings and online purchases are confirmed by email. Gift cards are purchased on-line and can be redeemed through the on-line store.

TAXATION AND DUTIES

As In My Kitchen is operated out of Vancouver, British Columbia, Canada, all listed prices will be subject to GST (5%), and PST (7%), where applicable.

WAIVER AND RELEASE OF LIABILITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY AGEEING TO THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS CAREFULLY.

In consideration of In My Kitchen Inc (the "Service Provider") and agreeing to my participation in the programming offered by the Service Provider in various locations where the Service Provider's programming is operated.

- 1. TO WAIVE ANY AND ALL CLAIMS** that I may have in the future against the Service Provider from and all liability for any loss, damage, expense or injury including death that I may suffer, as a result of my participation in the activities of the Service Provider DUE TO ANY CAUSE WHATSOEVER, INCLUDING, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIER'S LIABILITY ACT* RSBC 1996 c. 337, ON THE PART OF THE SERVICE PROVIDER, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE SERVICE PROVIDER TO SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES PROVIDED BY THE SERVICE PROVIDER.

In My Kitchen

- 2. TO HOLD HARMLESS AND INDEMNIFY THE SERVICE PROVIDER** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the activities of the Service Provider and from any claim that may be made by me or on behalf of me as a result of my death or incapacity.
- 3.** This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.
- 4.** This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia, Canada.
- 5.** Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Service Provider with respect to the safety of the activities provided by the Service Provider other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE SERVICE PROVIDER.

I agree to all Terms , Conditions and Waiver of Liability .

Date: _____

Signature of participant: _____

Print name: _____