



Flapjack Fundraiser Volunteer Waiver of Liability

I, _____ (*please print name*),
wish to volunteer with _____ (*organization name*)
at Applebee's _____ (*location*)
for our Flapjack Fundraiser Program.

I fully understand and acknowledge that food preparation and cooking activities have (a) inherent risks, dangers, hazards and such exist in my use of kitchen equipment and my participation in cooking activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, cuts, burns or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the affiliates owners, employees, officers or agents of Applebee's, or Neighborhood Restaurant Partners, LLC, Neighborhood Restaurant Partners Florida, or Neighborhood Restaurant Partners TWO (collectively the Applebee's Parties); the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, leader decision making, risks of burning and such other risks, hazards, and dangers that are integral to cooking or activities that take place in a kitchen environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Applebee's Parties, or by any other person.

I acknowledge that I waive any and all medical claims against Applebee's, Neighborhood Restaurant Partners, LLC, Neighborhood Restaurant Partners Florida, or Neighborhood Restaurant Partners TWO and all Applebee's Parties arising out of the performance of my volunteer duties, whether for an on-site work-related injury, personal injury or otherwise.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Applebee's, Neighborhood Restaurant Partners, LLC, Neighborhood Restaurant Partners Florida, or Neighborhood Restaurant Partners TWO and all Applebee's Parties from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kitchen equipment or my participation in this activity. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the Applebee's Parties or by any other person.

I assume all liability in the event that I am injured while engaged in volunteer work at this Applebee's Fundraiser and will abide by all safety and dress codes. I will only perform the volunteer task that are assigned and expect no payment for volunteer services from Applebee's, Neighborhood Restaurant Partners, LLC, Neighborhood Restaurant Partners Florida, or Neighborhood Restaurant Partners TWO.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE APPLEBEE'S, NEIGHBORHOOD RESTAURANT PARTNERS, LLC AND ALL APPLEBEE'S PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

If volunteer is less than 18 years old, the waiver must be signed by their parent or guardian.

Signature

Date

Print name of Volunteer

Age of Volunteer

Signature of Parent or Guardian
(if volunteer is under 18)

Address of Volunteer

Print name of Parent or Guardian