



ASSUMPTION OF RISK, LIABILITY WAIVER, AND INDEMNITY AGREEMENT

Read in Detail as this Document has Legal Meaning and Significance!

In consideration and exchange of the opportunity to purchase and enjoy (using and ingesting the products) Asheville Picnic Company, LLC's ("Asheville Picnic Company") picnic basket of local company products and goods ("Products"), Customer individual checking the box below ("Customer") acknowledges, understands and agrees that by signing this Agreement, Customer is assuming all risks, waiving rights and releasing any claims against Asheville Picnic Company that may evolve from use or ingestion of the Products included and provided in the subject Customer's picnic basket. Customer agrees that should he or she have any questions about the Products involved, he or she will ask Asheville Picnic Company (or each specific Product company) any questions before eating or using the included Products without knowledge. Asheville Picnic Company intends to be the first point of contact for Customer, but may refer or Customer may make direct Product questions to the specific respective Product company.

The hazards and risks of the Products include, but are not limited to, expirable foods, craft foods and products, potential allergies, and any and all inherent dangers of such foods and Products. Asheville Picnic Company makes best efforts to select quality product partners and supplies for its compilation baskets and does not expect any issues, but wishes to make sure its customers are aware of the product details and any potential risks (general, product-specific, or customer-specific). Asheville Picnic Company compiles Products for baskets, but does not produce or alter any of the Products itself.

Asheville Picnic Company has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of the Customer or other Participants (those other individuals with whom the Customer may share the Products for use and ingestion) for the use or ingestion of the Products. It is the Customer's responsibility to share any and all Product information with other Participants before use or ingestion of the Products. Customer and other Participants accept full responsibility for determining each individual's own medical, physical or other qualifications or suitability for use or ingestion of the Products. Asheville Picnic Company is not responsible for any injuries or injuries caused to others because of Customer's or Participant's altered mental or physical state, or some reaction due to use of other products with those provided in the subject picnic basket. Customer and Participants shall not ingest Products that are not food Products.

By signing this Agreement, Customer on his/her own behalf or, if applicable, on behalf of other Participants, including Minor Participants, acknowledges the risks and dangers associated with use or ingestion of the Products and, as a condition to Customer and Participants ordering and receiving the picnic basket, Customer agrees to: (1) **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** to Customer and other Participants while or as a result of using or ingesting the products, except where gross negligence or willful misconduct may exist; (2) **WAIVE, RELEASE, and NOT SUE, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS** against Asheville Picnic Company, LLC dba Asheville Picnic Company, as well as

any owner, operator, representative, employee, insurance carrier, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents of Asheville Picnic Company, LLC dba Asheville Picnic Company (hereinafter the "Releasees") based on or that result from, in whole or in part, using or ingesting the Products; and (3) **INDEMNIFY, DEFEND AND HOLD** Releasees harmless from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to Products from providers, wherein Customer agrees to pursue any and all Product specific claims against the actual and original maker and provider of the respective Product, and not Asheville Picnic Company.

ALL claims arising from or related to the Products involved and Asheville Picnic Company's services shall be governed by the laws of North Carolina with exclusive venue and in Buncombe County, North Carolina. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable.

If applicable, THE CUSTOMER PARENT OR LEGAL GUARDIAN represents and acknowledges that he/she is entitled to (is the parent and/or legal guardian of Minor Participant) and is signing this Agreement on behalf of Minor Participant and that Minor Participant and Customer will be bound by all the terms of this agreement.

CUSTOMER HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND CHECKS THE BOX BELOW AS EXPRESS ASSENT TO THESE TERMS WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. This Agreement shall be binding upon Customer and Customer's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.