

KORAES ELEMENTARY SCHOOL LUNCH PROGRAM WAIVER

I, parent/guardian, give permission for my child/children named below (collectively, "**Participant**") to participate in the hot lunch program provided by St. Constantine Hellenic Orthodox Church, a religious corporation of Illinois, also known as Sts. Constantine & Helen Greek Orthodox Church and the Koraes Elementary School ("**School**").

Participant Name(s): _____

I understand that food prepared and/or provided may contain allergens including without limitation peanuts, tree nuts, dairy, wheat, soy, and eggs ("**Allergens**"). I understand that while the School will take reasonable steps to prevent cross-contamination of Allergens, the School does not and cannot guarantee that the food will be free from Allergens. I acknowledge and agree that it is my responsibility to inform the School of any food allergies or dietary restrictions the Participant may have.

Cross-Contamination: The School does not guarantee the absence of Allergens nor the prevention of cross-contamination of Allergens in the preparation of any meal served at the School, whether during the School's Hot Lunch Program ("**Program**"), or otherwise. While the School is "nut-free," food preparation is performed by an outside vendor. Moreover, the School's kitchen is used by a number of various internal organizations that affirmatively use Allergens in their use. This prevents the School from eliminating the possibility that cross-contamination may occur.

Additionally, the School serves milk as part of the Program. It is the responsibility of both the parent and Participant to read the menu and select meals appropriate to the Participant's dietary needs and restrictions. Should a parent want a meal prepared for a Participant with an allergy, they must provide the meal to the School to reheat. The parent acknowledges that there is no guarantee that cross contamination will not occur in this situation either.

Assumption of Risk: I acknowledge that attendance and participation in the Program involves certain inherent risks, including but not limited to, the presence of Allergens (however caused), accidents due to consumption of food, food-related allergies, and unforeseen health issues. I freely and willingly assume all such risks on behalf of the Participant and allow them to participate in the Program.

Release: Furthermore, I hereby release, waive, discharge, and covenant not to sue the School, its directors, officers, employees, parents, affiliates, subsidiaries and/or agents from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that Participant may sustain while participating in the Program, whether caused by the negligence of the School or otherwise, including without limitation any damage caused by the presence of Allergens.

Hold Harmless: I agree to indemnify and hold harmless the School, its directors, officers, employees, and agents from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to Participant's participation in the Program, whether caused by the negligence of the School or otherwise.

Representation: I fully understand and agree that no representation has been made by the School, or their affiliates as to the safety of the Program.

Modification: No change, modifications, amendments, or addition to this Waiver will be valid unless it is in writing and signed by the party against whom enforcement of any change, modification or amendment, or addition is assigned.

Headings: Headings in this Waiver are for convenience only and shall not be used to interpret or construe its provisions.

Severability: If any provision of this Waiver is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced to the fullest extent under law.

Binding Effect: This Waiver shall be binding upon and inure to the benefit of the Participant and their respective heirs, legal representatives, successors and assigns.

Choice of Law and Venue: This Waiver shall be construed and interpreted in accordance with the laws of the State of Illinois and venue for any action brought hereunder shall be in Cook County.

Attorney's Fees and Costs: In the event of any claim or dispute between the parties relating to or otherwise arising out of this Waiver, the substantially prevailing party, whether in arbitration or litigation, shall be entitled to recover all of its costs and reasonable attorneys' fees from the other party, including but not limited to any such fees set by the arbitrator or by the trial or appellate court upon trial and/or appeal.

Acknowledgment of Understanding: I acknowledge that I have read this waiver, fully understand its terms, and understand that the Participant and myself are giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PARENT/LEGAL GUARDIAN

Signature

Date

Signature

Date