



MIDWEST REGION
WAIVER AND RELEASE AGREEMENT
(United States)

Date: _____ Store Location: _____

Event: _____

Date(s) of Event: _____

Name of Parent or Guardian: _____

Address: _____

Phone Number: _____

Name of Child: _____

Food Allergies: _____

Individuals Authorized to pick up the Child from the Event: _____

Child's Physician including doctor's phone number: _____

Type of Medical Insurance: _____

I understand that there are risks associated with participating in the Event identified above. I acknowledge and agree that the instructors or leaders of the Event may not be experienced in any first aid procedures. I give permission for my child (identified above) to participate in the Event at the Store Location identified above. In the event I cannot be reached in an emergency, I hereby give my permission for Whole Foods Market Group, Inc., a Delaware corporation ("WFM"), and its affiliates to contact the child's doctor (identified above) and to transport the child to a local emergency room. I consent to the treatment of any injuries my child may have that, in the opinion of the treating physician, require immediate attention.

IN CONSIDERATION OF THE OPPORTUNITY FOR MY CHILD TO PARTICIPATE IN THE EVENT, I KNOWINGLY AND VOLUNTARILY RELEASE, ACQUIT AND FOREVER DISCHARGE WFM AND ITS PARENT, SUBSIDIARIES AND AFFILIATED COMPANIES, TOGETHER WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, CUSTOMERS, CLIENTS, INSURERS, SUCCESSORS AND ASSIGNS (THE "RELEASEES") IRRESPECTIVE OF RELEASEES' NEGLIGENCE FROM AND AGAINST ANY AND ALL COST, EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) AND LIABILITY INCIDENT TO CLAIMS, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND CHARACTER THAT MY CHILD, HIS OR HER PARENTS, GUARDIANS, AND/OR OTHER FAMILY MEMBERS, HEIRS OR ASSIGNS MAY HAVE OR MAY CLAIM TO HAVE AGAINST ANY OF THE RELEASEES AS A RESULT OF MY CHILD'S PARTICIPATION IN SUCH EVENT.

In consideration of the mutual promises herein, I hereby (i) voluntarily consent to the photographing or recording of the Event (ii) relinquish any right that my child or his parents or guardians may have in and to any such photograph or recording, and (iii) grant to WFM an unrestricted, royalty-free, worldwide, fully-transferable, right and license to use any photograph or recording of the Event, including any such photograph or recording in which my child appears.

The relationship of the parties to this Agreement and this Agreement shall be governed by, and construed in accordance with the internal laws of the State of Texas and venue for any dispute shall be in Travis County, Texas. The parties hereto hereby waive any right to a jury trial under Texas law. This Agreement may be executed in any number of counterparts and/or by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS WAIVER AND RELEASE.

Parent or Guardian

Signature: _____

Name: _____

Date: _____