

GENERAL RELEASE OF LIABILITY AND TOA

What is a general release form?

Also known as General Liability Waivers, a General Release of Liability discharges and releases an individual or business from claims or causes of action arising from a specific incident or activity in exchange for a cash payment, asset, personal gain, and/or distortion of personal/individual/business image and (sabotage of) reputation.

Samina Kima ♥

TERMS OF AGREEMENT

By signing this form, you agree to the terms of this exchange which includes:

- Agreeing to the TOA
- Agreeing to the general liability release of possible future claims
- Agreeing to making the full payment, with no expectations of refund

GENERAL LIABILITY RELEASE OF CLAIMS

Effective immediately upon any said claim, I, Brooklynn Durden, owner of Samina Kima♥, for and in consideration of the payment to me of the fee the menu released on Saturday, March 29, 2025, the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge Brooklynn Durden/ Samina Kima♥, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, said damages, said illnesses/illnesses, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries, issues, allergies, and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following: known and unknown food allergies, health conditions prior to meal and post meal, illness, discomfort, or death claimed to be caused by the meals prepared by Samina Kima♥.

Please note that no refunds are given or required to be refunded/reimbursed/voided under any condition whatsoever.

Potential injuries arising from meals prepared and sold at customer personal risk by personal choice, absent of any coercion, may include but are not limited to: ANY discomfort, illness, or sickness. This includes: vomiting, diarrhea, any physical pain: internal and external, and potential death for any reason whether related or unrelated to meals served to customers in agreement.

It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the parties; and that the terms of this agreement are contractual and not merely a recital. This Release may not be altered, amended or modified, except by a written document signed by both parties.

Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Louisiana.

This Release has been carefully read and fully understood by the undersigned. The terms have been explained to me and I am freely, knowingly and voluntarily entering into this Release.

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED BY ATTORNEY LORI C. GRAHAM, LLC AT LAW

EXECUTED on March 29, 2025

Date: _____ Signed: _____
Name: _____

Date: _____ Signed: _____
Name: Brooklynn Durden with Samina Kima♥