**Assumption of Risk, Waiver and Release, and Indemnity ("waiver")**

The undersigned ("Participant"), acknowledges and agrees that his or her participation in certain events and activities as a participant in a tour of the Texas Roadhouse restaurant located at 3241 Sw 160th Ave Miramar,Fl 33027 on 08/11/22 conducted, sponsored, co-sponsored or arranged by Texas Roadhouse Holdings LLC or its parent corporation, subsidiaries and affiliates and their respective agents, employees, trustees, instructors, members, partners, shareholders, stockholders, employees, officers, directors, volunteers and any contractors or sub-contractors hired in connection with the Event (collectively, "Texas Roadhouse"), is *strictly voluntary*. Participant represents that he or she is in good health and physical condition and able to participate in this Event and related activities, if Participant chooses to do so, without an expectation of physical harm or impairment. Participant expressly acknowledges and agrees that he or she is aware that the event involves certain risks and dangers that include, but are not limited to, injury from (i) sharp knives, hot oil, slick floors, hot ovens and grills, and acts of other participants. With knowledge of the foregoing, Participant voluntarily assumes all risks and danger inherent and incidental to the activities or events in which Participant participates in connection with the Event, whether occurring prior to, during, or after participation in the Event.

In consideration of the right to participate in the Event, Participant has and does hereby waive, release and hold harmless, and indemnify Texas Roadhouse, from any and all liability, actions, causes of actions, debts, claims, damages, costs, losses, and disputes on account of, or in any way arising out of, personal injury, loss of life, loss or damage to property, illness, and any consequences thereof, directly or indirectly, resulting from, incident to, connected to or arising out of the Event or caused by any act or omission by Participant, negligent or otherwise, including any costs and attorney’s fees. The terms hereof shall serve as an assumption of risk, waiver, release and indemnity for Participant, Participant’s heirs, executors and administrators and for all members of Participant’s family.

Participant understands, acknowledges and agrees that Texas Roadhouse and its designees, from time to time, produce promotional material relating to their programs and events and attendant activities, and that, as a participant at the Event, that Participant or Participant’s image or likeness may be included in connection with any broadcast or other reproduction of the Event. Therefore, without reservation or limitations, Participant, on his or her own behalf, hereby assigns, transfers and grants to Texas Roadhouse and its successors, assignees, designees, licensees, and/or sponsors, the right to photograph, record and/or videotape Participant and to utilize such videotapes, photographs, productions or reproductions and Participant's name, face likeness, voice and appearance as a part of the Event, in advertising and promoting the Event or in advertising and promoting future events. Participant further understands that neither Texas Roadhouse nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges.

**Participant, on his or her own behalf, acknowledges and agrees that Participant is aware that this Waiver releases Texas Roadhouse from liability and contains an acknowledgement of Participant’s voluntary and knowing assumption of the risk of injury, death or illness and that Participant has signed this document voluntarily and of Participant’s own free will.** Participant expressly agrees that this Waiver is intended to be as broad and inclusive as permitted under applicable state law. Participant agrees that if any part of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall be construed to be enforceable. Participant understands, acknowledges and agrees that the original of this Waiver will be kept on file by Texas Roadhouse.

**ACKNOWLEDGED AND AGREED AS OF**  **, 20** **:**

Signature of Participant (or legal guardian of Participant)

Printed Name of Participant (and legal guardian, if applicable)

*If the subject is under 18 years of age: I am the parent or legal guardian of the minor who is named above. I warrant that I have the legal authority to execute the above Waiver on behalf of the minor. I approve this Waiver and hereby acknowledge and agree that I and the minor will be bound by all of the provisions contained herein.*