

The Dance Academy at the Children's School Acknowledgement, Consent, Waiver, and Release Agreement

The undersigned participant ("Participant") enters into this Acknowledgement, Consent, Waiver, and Release Agreement ("Agreement") for participation in in-person dance classes ("In-Person Dance Classes") provided by the Dance Academy at the Children's School ("School") on School's campus, and agrees to the terms and conditions of this Agreement as set forth below.

- 1. Informed & Voluntary Participation:** Participant understands that his/her decision to participate in dance classes provided by the School is strictly voluntary. Participant further understands that the School provides dance classes in-person. Participant voluntarily chooses to participate in In-Person Dance Classes.
- 2. COVID-19 Rules & Precautions.** Participant understands that School has implemented safety rules and precautions in order to mitigate the spread of COVID-19, which the School may modify from time to time in the School's sole discretion. However, those measures do not completely protect against the spread of COVID-19. Participant agrees that he/she must comply with such rules and precautions, which may include, but are not limited to, face coverings, hand washing, hand sanitizing, testing, quarantining, symptom screening, and physical distancing. Participant agrees that if he/she is exhibiting symptoms of respiratory illness, a fever of 100°F or higher, or any other known symptoms of COVID-19, Participant will not attend or return to In-Person Dance Classes until Participant has satisfied the School's policy to return to campus after exhibiting symptoms of COVID-19. Participant agrees that he/she will immediately inform the School if he/she tests positive for COVID-19 or has been exposed to anyone who has tested positive for COVID-19 in the prior 14 days. Participant understands that if he/she fails to comply with these rules and precautions, Participant will be prohibited from attending In-Person Dance Classes. Participant acknowledges that even if he/she follows all rules and precautions and exercises utmost personal care, there will remain a certain irreducible inherent risk to Participant, and he/she accepts that risk.
- 3. Acknowledgement & Assumption of Risk:** Participant acknowledges and agrees that there are many inherent risks, known and unknown, involved with participating in In-Person Dance Classes, including, but not limited to: exposure to or infection of COVID-19 or other infectious disease, which may result in minor to severe illness, injury, disability, and/or death and/or development of serious complications; minor to severe physical, emotional, or psychological illness, injury, disability, and/or death; damage to or loss of personal property; and trips, falls, sprains, bruises, and broken bones. Participant expressly assumes responsibility for all risks and dangers associated with participating in In-Person Dance Classes whether or not described in this Agreement, known or unknown, or inherent or otherwise.
- 4. Voluntary Release.** To the fullest extent permitted by law, Participant on his/her own behalf and on behalf of his/her successors, heirs, and assigns, voluntarily releases, discharges, waives and relinquishes all claims, including but not limited to, claims of personal injury or illness,

emotional distress, property damage or wrongful death occurring to Participant, and claims for personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during, or after Participant’s participation in In-Person Dance Classes (“Claims”) against the School, its officers, trustees, directors, employees, volunteers, insurers, agents, and representatives (collectively “Released Parties” and individually “Released Party”) arising out of a Released Party’s ordinary negligence relating to or connected with Participant’s participation in In-Person Dance Classes.

5. Indemnification & Hold Harmless. To the fullest extent permitted by law, Participant on his/her own behalf and on behalf of his/her successors, heirs, and assigns, agrees to defend, indemnify, and hold the Released Parties, and each of them, harmless from and against any and all Claims to the extent such Claims are caused by or arise out of Child’s participation in In-Person Dance Classes.

PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, AND UNDERSTANDS THAT HE/SHE IS WAIVING CERTAIN LEGAL RIGHTS OF HIM/HERSELF, INCLUDING THE RIGHT TO SUE.

PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT

DATE