

# The Dance Academy at the Children's School

## Acknowledgement, Consent, Waiver, and Release Agreement

The undersigned parents/legal guardians ("Parents") enter into this Acknowledgement, Consent, Waiver, and Release Agreement ("Agreement") on behalf of themselves and their child whose name is set forth below ("Child"), for Child's 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. Parents agree to the terms and conditions of this Agreement as set forth below.

- 1. Informed & Voluntary Consent.** Parents understand that Child's participation in dance classes provided by the School is strictly voluntary. Parents further understand that the School provides dance classes in-person, and Parents voluntarily choose to consent to Child participating in In-Person Dance Classes.
- 2. COVID-19 Rules & Precautions.** Parents understand 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. Parents agree that they and Child 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. Parents agree that if Child is exhibiting symptoms of respiratory illness, a fever of 100°F or higher, or any other known symptoms of COVID-19, Child will not attend or return to In-Person Dance Classes until Child has satisfied the School's policy to return to campus after exhibiting symptoms of COVID-19. Parents agree that they will immediately inform the School if Student tests positive for COVID-19 or has been exposed to anyone who has tested positive for COVID-19 in the prior 14 days. Parents understand that if they or Child fails to comply with these rules and precautions, Child will be prohibited from attending In-Person Dance Classes. Parents acknowledge that even if they and Child follow all rules and precautions and exercise utmost personal care, there will remain a certain irreducible inherent risk to them and Student, and they accept that risk.
- 3. Acknowledgement & Assumption of Risk.** Parents acknowledge and agree that there are many inherent risks, known and unknown, involved with Child 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, including, but not limited to, Multisystem Inflammatory Syndrome in Children ("MIS-C"); 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. Parents expressly assume responsibility for all risks and dangers associated with Child 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, Parents on their own behalf, on behalf of Child, and on behalf of their successors, heirs, and assigns, voluntarily release, discharge, waive and relinquish all claims, including but not limited to, claims of personal injury or illness, emotional distress, property damage or wrongful death occurring to Child, and claims for personal injury, disability, illness, damage or death from exposure to COVID19, whether such exposure occurs before, during, or after Child’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 Child’s participation in In-Person Dance Classes.

**5. Indemnification & Hold Harmless.** To the fullest extent permitted by law, Parents on their own behalf, on behalf of Child, and on behalf of their successors, heirs, and assigns, agree 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.

**PARENTS HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND UNDERSTAND THAT THEY ARE WAIVING CERTAIN LEGAL RIGHTS OF THEMSELVES AND CHILD, INCLUDING THE RIGHT TO SUE. PARENTS ACKNOWLEDGE THAT THEY ARE SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND THEIR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**Unless one parent/legal guardian has had his/her parental rights terminated by court order, both living parents/legal guardians must sign this Agreement.**

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NAME OF CHILD PARTICIPANT

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NAME OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_

DATE

\_\_\_\_\_

NAME OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_

DATE