



Dance & Performing Arts

Waiver/Release For Communicable Diseases Including COVID-19 Assumption Of Risk/Waiver Of Liability/Indemnification Agreement

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Essence Studios, Dance & Performing Arts has put in place preventative measures to reduce the spread of COVID-19; however, Essence Studios, Dance & Performing Arts cannot guarantee that you will not become infected with COVID-19. Further, attending classes at Essence Studios, Dance & Performing Arts could increase your risk of contracting COVID-19. These Safe Space prevention measures were clearly explained to me.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending Essence Studios, Dance & Performing Arts and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Essence Studios, Dance & Performing Arts may result from the actions, omissions, or negligence of

myself and others, including, but not limited to, Essence Studios, Dance & Performing Arts employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Essence Studios, Dance & Performing Arts or participation in the studio classes. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Essence Studios, Dance & Performing Arts, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand that I will not be reimbursed or offered any make-up classes outside of the existing schedule for classes missed due to illnesses such as COVID-19. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Essence Studios, Dance & Performing Arts, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Essence Studios, Dance & Performing Arts class or activity.

Name of participant: _____

Participant signature: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases such as COVID-19. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____ Date signed: _____

