

PERRYTON DANCE ACADEMY ACKNOWLEDGEMENT AND RELEASE FOR PARTICIPATION IN IN-PERSON ACTIVITIES – Revised July 14, 2021

To the extent that it is permissible under applicable state and local orders related to the COVID-19 public health situation, Perryton Dance Academy, LLC (“PDA”) is offering students the opportunity to participate in a variety of in-person activities. Specifically, these in-person activities consist of classes, lessons, camps, competitions, recitals, and other in-person programs or events. Participation in these in-person activities is completely optional. PDA intends to continue to offer remote classes. All in-person activities offered by PDA will, as detailed in separate communications to PDA students and their families, be conducted using guidelines aimed at protecting PDA students, their families, and staff against COVID-19-related risks. Further, all parents agree that their child’s/children’s participation in all PDA classes, events, rehearsals and the like are necessary for the mental and physical health and well-being of their child/children, and all parents/guardians signing this acknowledgment and waiver make and sign this document knowingly, willingly, and of their own free will, without undue stress or influence of any kind.

This Acknowledgement and Release must be completed, signed (and dated), and returned to PDA before a student is allowed to participate in any in-person activities. No student will be allowed inside the PDA studio unless and until PDA has received a completed and signed Acknowledgement and Release.

By signing below, you specifically have read, understand, and agree to the following statements regarding the student you are allowing to participate in any in-person PDA activities (referenced below as “Student”):

1. I recognize that programs at MSDA require physical exertion that may be strenuous and involve inherent risks of serious physical injury (including death). I also recognize that most PDA programs, by their nature, place students in close physical proximity to each other and to PDA staff and, as such, present inherent risks of illness (including but not limited to influenza, COVID-19, Multisystem Inflammatory Syndrome in Children which is associated with COVID-19, and other communicable diseases) caused by exposure to airborne and surface-borne pathogens. I am fully aware of the foregoing risks and hazards to Student presented by his/her participating in such programs. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS AND ENTITIES RELEASED FROM LIABILITY BELOW, AND I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES AND ILLNESSES TO STUDENT THAT MAY ARISE AS A RESULT OF PARTICIPATING IN ANY PDA PROGRAM.

2. In the interest of protecting Student, other PDA students, and PDA staff, I acknowledge and agree that Student, Student’s other parent and guardian(s) (if any), and I shall comply with the June 1, 2020 PDA Student Guidelines During COVID-19 Pandemic (“Guidelines”), and any and all subsequent revisions to the Guidelines that PDA may issue.

3. I understand that the activities involved in PDA programs are only suggested, and that not everything will be appropriate for everyone. I accept responsibility for assuring that Student will: listen to his/her own body; be aware of any physical conditions in his/her body; and know that he/she is not obligated to perform the activities suggested by PDA personnel.

4. I understand that it is my responsibility to consult with a physician prior to Student's participation in any PDA program to determine the appropriateness of Student's participation. I represent and warrant that Student is physically fit and does not have any medical condition(s) that would prevent his/her full participation in PDA programs. I agree to immediately notify PDA of any pertinent changes in Student's health, including updating all medical information on the Customer Portal and keeping Student's instructor fully informed. If Student is out for an injury or illness, I agree that Student will not return to participate in PDA activities until released by his or her physician to do so. I acknowledge that PDA has not and will not render any

medical services to Student, including but not limited to medical diagnosis or treatment of any physical condition, injury, or illness.

5. I understand that PDA does not carry medical insurance for Student. I agree to maintain sufficient medical insurance and to pay all costs associated with any injuries and illnesses that may occur as a result of Student's participation in PDA programs.

6. IN CONSIDERATION OF STUDENT BEING PERMITTED TO PARTICIPATE IN PDA PROGRAMS, I, ON BEHALF OF STUDENT, MYSELF, STUDENT'S OTHER PARENT AND GUARDIAN(S) (IF ANY), AND OUR RESPECTIVE HEIRS AND ASSIGNS (THE "RELEASORS"), HEREBY HOLD HARMLESS, WAIVE, AND RELEASE PDA AND ALL ITS OWNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, VENDORS, CONTRACTORS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ON ACCOUNT OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR OTHER LOSS ARISING OUT OF OR RELATED IN ANY WAY TO STUDENT'S PARTICIPATION IN PDA PROGRAMS. THIS RELEASE SPECIFICALLY INCLUDES INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, AND OTHER LOSS CAUSED BY THE NEGLIGENCE OF PDA AND/OR OTHER RELEASEE(S), BUT EXCLUDES INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, AND OTHER LOSS CAUSED BY THE GROSS NEGLIGENCE OR WILLFULL OR WANTON MISCONDUCT OF PDA AND/OR OTHER RELEASEE(S). WE COVENANT THAT NEITHER I, NOR STUDENT, NOR THE OTHER RELEASORS WILL MAKE OR BRING ANY SUCH CLAIM AGAINST PDA OR ANY OTHER RELEASEE, AND WE FOREVER RELEASE AND DISCHARGE PDA AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

7. In the event that Student is a minor: I warrant and agree that I am the parent or legal guardian of Student; that I have the legal right to consent to this Acknowledgment and Release on behalf of Student, myself, Student's other parent and guardian(s), if any, and our heirs and assigns; and that by signing below, we hereby do consent to the terms and conditions of this Acknowledgment and Release.

8. In the event that Student is not a minor: I warrant and agree that by signing below, I do hereby consent to the terms and conditions of this Acknowledgment and Release on my own behalf as the Student.

NAME OF STUDENT: \_\_\_\_\_ (Print Full Name of Student)

NAME OF PARENT  
OR LEGAL GUARDIAN: \_\_\_\_\_  
(Print Full Name of Parent or Legal Guardian)

SIGNATURE OF PARENT,  
LEGAL GUARDIAN, OR  
STUDENT (IF 18 OR OLDER): \_\_\_\_\_ DATE: \_\_\_\_\_