

DANCER SAFETY ACKNOWLEDGEMENT FORM / CORTLAND PERFORMING ARTS / PARTICIPATION WAIVER

I represent that I understand the nature of this activity and that I am qualified, in good health and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe or I am unable to safely perform any activity, I will immediately discontinue participation in the activity. I fully acknowledge, understand, appreciate and agree, that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I further acknowledge, understand, appreciate and agree that my participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure. I have received a copy of Cortland Performing Arts policies and have carefully read and will follow the rules and policies therein.

I agree to self-access my dancer each day before coming to the studio.

–Are you or parent experiencing any of the following today:

1. Temperature 100 degrees Fahrenheit or greater?
2. Any known close contact with a person confirmed or suspected to have COVID-19 in the past 14 days?
3. Currently experiencing any of the following symptoms? Cough, shortness of breath, troubled breathing, fever, chills, sore throat, new loss of taste, new loss of smell, congestion or runny nose, nausea or vomiting, or diarrhea?
4. Tested positive for COVID-19 through a diagnostic test in the past 14 days?
5. Traveled to any other state subject to the incoming travel restrictions in the past 14 days?

I agree to inform Cortland Performing Arts if I or the Cortland Performing Arts Student has travelled outside the State of New York and furthermore agree to abide by all NYS COVID mandates relating to travel including but not limited to following quarantine restrictions in effect with respect to such travel and return to NYS. I have been advised of the social distancing, taking of temperature and face mask rules imposed by Cortland Performing Arts and agree to honor such rules at all times. I agree to inform Cortland Performing Arts if I, the Cortland Performing Arts Student or any family member has tested positive for COVID-19.

I hereby release, discharge, and covenant not to sue your business, it's administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf, makes a claim against any of the RELEASEES, I will indemnify, defend, and hold harmless each of the RELEASEES from any loss, liability, damage, or cost, which any may incur as the result of such a claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I hereby release, discharge, hold harmless and covenant not to sue Cortland Performing Arts for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Cortland Performing Arts or participation in any of their activities. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Cortland Performing Arts, it's 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 and agree that this release includes any Claims based on the actions, omissions, or negligence of Cortland Performing Arts, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Cortland Performing Arts program.

PRINT NAME Dancer: _____

PRINT NAME Parent/Guardian: _____

SIGNATURE Parent/Guardian: _____

Date: _____