

CORONA DANCE ACADEMY WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Parent/Guardian Name (please print)_____

Dancer Name (please print)_____

IN CONSIDERATION for being permitted to utilize the services and programs of Corona Dance Academy, in the city of Corona, California, and for my dancer listed above to so participate for any purpose, including, but not limited to, Private lessons with an instructor from Corona Dance Academy, hereby acknowledges and agrees to allow his/her dancer participate in a Private Lesson with an Instructor.

Corona Dance Academy has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including the access/use restrictions set forth by the Riverside County Health <https://www.rivcoph.org/coronavirus>. The undersigned acknowledges and agrees that Corona Dance Academy may revise its procedures at any time based on updated recommended guidance and protocols issued by the Riverside County Health agency, and further agrees to comply with Corona Dance Academy's revised procedures prior to utilizing the facilities, services and programs of Corona Dance Academy. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services and programs offered by Corona Dance Academy, social distancing of 6 feet per person among dancers and their instructors will be maintained at the current time. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services and programs of Corona Dance Academy and acknowledges that use thereof by the undersigned and/or such participating children may, despite Corona Dance Academy's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER CORONA DANCE ACADEMY FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED PRIVATE LESSONS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CORONA DANCE ACADEMY, its directors, instructors, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage and any claim or demands on account of any property damage or any injury to, or any illness to the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of Corona Dance Academy or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities

or equipment therein or participating in any program affiliated with Corona Dance Academy. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS CORONA DANCE ACADEMY, its directors, instructors, employees, volunteers and agents and each of them from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with CORONA DANCE ACADEMY. The undersigned understands and agrees that CORONA DANCE ACADEMY is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage or any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with CORONA DANCE ACADEMY.

The undersigned agrees and acknowledges that use of CORONA DANCE ACADEMY facilities and services, and participation in CORONA DANCE ACADEMY programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of CORONA DANCE ACADEMY and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with CORONA DANCE ACADEMY. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM CORONA DANCE ACADEMY IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE

TO COVID-19 AT ANY CORONA DANCE ACADEMY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NO TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE OF BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO CORONA DANCE ACADEMY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature

Date

Printed Name