



# Trial Class Waivers

2023-2024

## Liability Release & Assumption of Risk

### ASSUMPTION OF RISK & RELEASE OF LIABILITY

I, the parent/guardian, understand and acknowledge that there is a risk of injury inherent in dance activities, both in-person and virtually, and that personal injury or damage to property may result during participation in dance classes, camps, and related activities. I represent that my child is physically able to safely participate in dance, camps, and/or related activities both in-person and/or virtually. I agree to assume all risks associated with my child's participation in regular dance instruction, rehearsal, performance, summer camp, and/or related activities. In consideration of attending and participating in all the activities included in enrollment at Monroe Dance Academy, I hereby waive, release, and discharge all present and future claims and liabilities of any kind, whether for bodily injury, property damage, or other loss, arising out of my child's participation in dance instruction, dance-related study, non-dance activities, camps or related activities. This includes but not limited to dance instruction, rehearsals, performances, camps and related activities conducted on the physical premises of Monroe Dance Academy (838 Main Street, Monroe, CT 06468); attended in-person or virtually; as well as during those course of those activities sponsored by and/or related to Monroe Dance Academy which take place at alternate locations, including but not limited to Gala, community events, social events, competitions, and conventions.

I acknowledge that I am responsible for delivering my child to the studio on time, picking her/him up as scheduled, and that the studio is not responsible for a child that leaves the premises on their own accord.

I also have read and understood the refund/cancellation policy.

## Medical Emergency/Health

### MEDICAL EMERGENCY/HEALTH

I hereby declare the above listed physical/mental problems, restrictions, or conditions and/or declare the participant to be in otherwise good physical and mental health. In the event of an emergency where parents or guardians cannot be contacted, I request that our doctor/physician listed above be notified and that my child be transported to the nearest hospital. I grant Monroe Dance Academy staff consent for any emergency medical treatment for my child while participating in Monroe Dance Academy classes or activities, if their parent or guardian cannot be contacted. I acknowledge that neither Monroe Dance Academy nor its staff are responsible for any associated medical or treatment costs.

## **Unconditional & Full General Release of Liability**

### WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

IN ORDER FOR A CHILD OR CHILDREN TO PARTICIPATE IN ONE OR MORE DANCE PROGRAMS, WORKSHOPS, CAMPS OR OTHER ACTIVITIES TO BE CONDUCTED BY MONROE DANCE ACADEMY ("MDA") AT 838 MAIN ST MONROE, CT 06468 (THE "PREMISES"), HIS, HER OR THEIR PARENT OR GUARDIAN MUST AGREE TO, AND BY SIGNING THIS UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT SUE (THE "RELEASE"), DOES HEREBY AGREE TO THE FOLLOWING:

In consideration of allowing my child or children to participate in the one or more dance programs, workshops, camps or other activities ("Program(s)") to be held at the Premises, for and on behalf of myself and my participating child or children (each, a "Participant"), I hereby knowingly and voluntarily accept sole and exclusive responsibility for, and assume the full risk, costs and expenses associated with, any injuries or illnesses, regardless of severity, that my Participant(s) may sustain and all damage to or loss of property that may occur as a result of his, her or their participation in the Programs or his, her or their entry upon the Premises.

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH MY PARTICIPANT(S) MAY BE EXPOSED BY ENTERING THE PREMISES OR PARTICIPATING IN A PROGRAM INCLUDING, WITHOUT LIMITATION, INJURY OR DEATH, CONTRACTING OF COVID-19, AND DAMAGE TO OR LOSS OF PROPERTY. IN NO EVENT SHALL MDA, OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, STAFF, AGENTS OR REPRESENTATIVES (THE "RELEASEES") BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF MY ENTERING THE PREMISES, OR MY PARTICIPANT(S)' ENTERING THE PREMISES OR PARTICIPATING IN A PROGRAM.

I understand that MDA is permitting my Participants and me to enter the Premises and to participate in Programs despite the ongoing spread of COVID-19, commonly known as "the Coronavirus." Despite efforts to prevent its spread, Participants might contract this virus at the Premises. Permission for my Participants and me to enter the Premises and participate in Programs is not to be relied upon as determination that it is safe or advisable even if done in accordance with Federal, state or local laws, regulations or guidelines. I acknowledge and agree that all persons who enter the Premises, including my Participant(s) and me, and participate in Programs do so at their own risk and peril. Neither MDA nor any of the Releasees shall have any liability under any theory of liability for permitting my Participant(s) and me to enter the Premises and participate in Programs. I therefore agree to assume and take on all the risks and responsibilities in any way associated with my Participant(s) or my entry onto the Premises or participating in Programs.

IN CONSIDERATION OF THE OPPORTUNITY TO ENTER THE PREMISES AND PARTICIPATE IN PROGRAMS, I, FOR MYSELF AND ON BEHALF OF MY PARTICIPANT(S), HEREBY RELEASE EACH OF THE RELEASEES FROM ANY AND ALL DEBTS, OBLIGATIONS, RECKONINGS, PROMISES, COVENANTS, AGREEMENTS, CONTRACTS, ENDORSEMENTS, BONDS, SPECIALTIES, CONTROVERSIES, SUITS, ACTIONS, CAUSES OF ACTIONS, TRESPASSES, VARIANCES, JUDGMENTS, EXTENTS, EXECUTIONS, DAMAGES, CLAIMS OR DEMANDS, INDEMNIFICATION AND/OR CONTRIBUTION WITH RESPECT TO THIRD PARTY CLAIMS, IN LAW OR IN EQUITY (EACH, A "CLAIM") THAT MAY ARISE FROM INJURY, ILLNESS OR HARM TO ME OR MY PARTICIPANT(S), INCLUDING DEATH, OR FROM DAMAGE TO OR LOSS OF MY PROPERTY OR PROPERTY OF MY PARTICIPANT(S). I UNDERSTAND THAT THIS RELEASE ALSO COVERS LIABILITY, CLAIMS, AND ACTIONS CAUSED ENTIRELY OR IN PART BY ONE OR MORE RELEASEES ACT OR FAILURE TO ACT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE, OR FAILURE TO ENFORCE, SUPERVISE, OR MAINTAIN.

I represent and warrant to MDA, as of the date hereof, that (i) there are no health-related reasons or problems which preclude or restrict or otherwise advise against my Participant(s)' or my entry upon the Premises or participation in Programs, and (ii) I have adequate health, property, and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my Participant(s)' or my entry upon the Premises and participation in Programs and I will indemnify and hold each of the Releasees harmless from and against for any such medical costs or property damage.

I understand that this Release means I am giving up, among other things, all rights I may otherwise have to sue one or more of the Releasees for illnesses, injuries (including death), damages, or losses my Participant(s) or I may incur. I hereby forever covenant with each Releasee not to sue, assert any Claim against, or otherwise seek any recovery against any Releasee with respect to any released Claim described above, whether in tort, fraud, contract or otherwise.

I shall be liable for all attorney fees, court costs, and all other costs incurred by one or more the Releasees in enforcing or defending any such Claim or any portion of this Release.

I have carefully read the foregoing terms and conditions and understand them fully. I am aware that this Release is a binding contract, which provides a comprehensive release of liability.

## **Photo Release**

### PHOTO RELEASE

We do photograph and record our dancers for promotional and public relations activities. We also take pictures & videos in class and around the studio for social media. All photographs and recordings are property of Monroe Dance Academy. If you do not wish to have your child photographed, you must email info.jaymemda@gmail.com and inform your child's teacher.

## **Virtual Waiver**

### VIRTUAL WAIVER

I, PARENT/GUARDIAN OF SAID CHILD(REN) HEREBY ASSUME ALL OF THE RISKS OF MY CHILD(REN) PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THESE VIRTUAL DANCE CLASSES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective conditions as follows:

(A) I agree to WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of my child(ren), for my child(ren)'s disability, personal injury, death, or actions of any kind which may hereafter occur to my child(ren) during VIRTUAL DANCE CLASSES BY THE FOLLOWING ENTITIES OR PERSONS: (Monroe Dance Academy) and/or their directors, employees, or volunteers (hereinafter, "releasees").

(B) I agree to INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE THE FOLLOWING ENTITIES OR PERSONS: (Monroe Dance Academy) and/or their releasees from any and all liabilities or claims made as a result of participation in VIRTUAL DANCE CLASSES, whether caused by the negligence of releasee or otherwise. I acknowledge that (Monroe Dance Academy) and their releasees are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting VIRTUAL DANCE CLASSES on their behalf. I acknowledge that this activity may involve injury. The risks include, but are not limited to, those caused by jumping, leaping, turning, stretching, or any dance movement, lack of hydration, improper dance floor, and actions of other people including, but not limited to, participants, and/or producers of the activity.

## **Covid-19 Waiver**

### **ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is 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 have put in place recommended social distancing, occupancy restrictions and guidelines for businesses to follow. Monroe Dance Academy has put in place preventative measures to reduce the spread of COVID-19; Monroe Dance Academy will be implementing all recommendations from Connecticut state officials.

Monroe Dance Academy will screen all employees and dancers for COVID-19 symptoms before admittance to the building. Monroe Dance Academy is taking every precaution to screen all employees and dancers entering the building, however, COVID-19 has been proven to be asymptomatic in some persons. Therefore, Monroe Dance Academy cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Monroe Dance Academy events could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Monroe Dance Academy and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

By signing this agreement, I agree that prior to entering the Monroe Dance Academy building at any time that my child or myself DO NOT exhibit any of the following new or worsening signs or symptoms of possible COVID-19: A temperature greater than 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, other respiratory symptoms, or at least two of the following symptoms: chills, repeated shaking with chills, muscle pain, sore throat or new loss of taste or smell. I also agree that prior to entering the Monroe Dance Academy building at any time, to my knowledge, neither my child(ren) nor myself have had close contact with a person who has tested positive for COVID-19.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility 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 Monroe Dance Academy. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Monroe Dance Academy, its employees, agents, volunteers, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my child(ren)'s attendance and activities in any Monroe Dance Academy program. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Monroe Dance Academy, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Monroe Dance Academy program.