

New Waiver of Liability

In consideration of the services provided by the facility, their agents, owners, officers, volunteers, participants, employees, independent contractors, volunteers, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"), I represent that I am in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including [FILL IN SYMPTOMS], for 14 days prior to attending the facility. I acknowledge that if I believe I have had any exposure to COVID-19, I will immediately cease attendance at the facility until I can again warrant that I have had no known exposure for the 14 day period and alert the facility if I have been on the premises since my exposure. The facility is making its best efforts to reduce the risk of transmission of COVID-19. But the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions [AS FOLLOWS: Sick and Covid19 policies or CONTAINED IN: CDC and Health Department guidelines. I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate. I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence As a general principle on law, when a person knows of the risk of an activity, of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by(refer to our other documents/procedures you have been distributed] I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, 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. I 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, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim. I accept for use as-is the equipment to be used in activities governed by this agreement. I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the facility and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the state of Illinois. I, hereby covenant and promise that I am the minor's parent and/or legal guardian, and on behalf of myself and the minor, understand the nature of the above referenced activities and the minor's health, experience, and capabilities and believe the minor to be able to participate in such activity safely. I understand the risk of exposure to injury and/or infectious diseases including COVID-19, for myself and my child, as a participant, spectator, classes, and/or presence at the facility. I hereby waive, release, discharge, and covenant not to sue, and agree to defend, indemnify, and hold harmless each of the releasees from all liability, claims, demands, losses or damages on the minor's or my account which were caused or alleged to be cause in whole or in part by the negligence of the releasees or otherwise, including but not limited to injury, negligent rescue operations, and/or exposure to infectious diseases and I further agree that if, despite this release, I, the minor, or anyone else on the minor's behalf makes a claim against any of the above releasees, I will defend, indemnify, and hold harmless each of the releasees from any litigation expenses, attorneys' fees, loss liability, damage, or cost which any releasee may incur as the result of any such claim. Governing Law, forum, and consent to jurisdiction. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Illinois, including its statutes of limitations and without regard to its choice of law principles. The undersigned herein irrevocably consents to the jurisdiction of the courts in Illinois, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship. The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and [they are not bound by any other agreements of whatsoever kind or nature]/[the other agreements entered by the parties are incorporated here by reference and consist of original participation waivers . This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties. In order to participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties. I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

WAIVER AND RELEASE OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AND PARTICIPANT AGREEMENT IN CONSIDERATION OF THE SERVICES OF TOM JOSEPH PROPERTIES AND STUDIO DYB, I, THE UNDERSIGNED ADULT LISTED BELOW, AM AT LEAST 18 YEARS OF AGE, AND AGREE AND UNDERSTAND THAT STUDIO DYB AND ACTIVITIES AT STUDIO DYB HAVE INHERENT RISKS, AND THAT

PARTICIPATION IN THE ACTIVITIES AND USE OF DANCE/YOGA/BARRE AND EQUIPMENT MAY RESULT IN SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS PARAGRAPH BELOW. I FURTHER UNDERSTAND THAT THE ACTIVITIES AND EQUIPMENT AT STUDIO DYB WILL BE SHARED WITH OTHERS OVER WHOM STUDIO DYB HAS NO CONTROL. WITH THE FOREGOING UNDERSTANDING, I AGREE AS FOLLOWS: ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS. I, ON MY OWN BEHALF, AND ON THE BEHALF OF THE BELOW-LISTED MINORS, AS THEIR PARENT, LEGAL (COURT APPOINTED) GUARDIAN OR CUSTODIAN, KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, OF INJURIES OR OTHER LOSS OR DAMAGE MAY SUFFERED WHILE ON STUDIO DYB PREMISES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF STUDIO DYB, THEIR PRINCIPALS, INDEPENDENT CONTRACTORS, EMPLOYEES, LANDLORD (TOM JOSEPH PROPERTIES),EQUIPMENT MANUFACTURERS OR REPAIR PERSONS, SPONSORS, AGENTS (ALL COLLECTIVELY REFERRED TO BELOW AS "RELEASED PARTIES"). SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO CUTS AND BRUISES, FALLS, BROKEN BONES, INJURIES TO WRISTS, ARMS, LEGS, ANKLES, BACKS, HEADS AND NECKS, INJURIES FROM FLIPS OR CONTACT WITH OTHER PARTICIPANTS, AND/OR SPINAL INJURIES. WAIVER OF ALL CLAIMS, I, ON MY OWN BEHALF, AND ON BEHALF OF THE BELOW-LISTED MINORS, EXPRESSLY WAIVE ANY AND ALL CLAIMS, SUITS OR DEMANDS FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS AGAINST THE "RELEASED PARTIES", AND EACH OF THEM, INCLUDING BUT NOT LIMITED TO ANY AND ALL NEGLIGENCE, NEGLIGENT SUPERIVSION, AND NEGLIGENT INSTRUCTION. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WAIVER IS INTENDED TO BE A COMPLETE RELEASE OF THE RELEASED PARTIES FOR ANY AND ALL RESPONSIBILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH SUSTAINED BY ME OR ANY OF THE BELOW LISTED MINORS ON STUDIO DYB'S PREMISES, WHETHER ARISING OUT OF OR RESULTING FROM MY OR THEIR PARTICIPATION IN ACTIVITIES, USE OF MATS, BARRES,OR OTHER PLAY EQUIPMENT, PARKING LOTS, PREMISES AND FACILITIES. THIS RELEASE APPLIES FOR ANY DATE IN THE FUTURE (INCLUDING TODAY'S DATE) THAT I, OR THE MINOR LISTED BELOW, IS ATTENDING STUDIO DYB FACILITY, AND IS FURTHER BINDING ON THE HEIRS, REPRESENTATIVES AND ESTATES OF THE UNDERSIGNED AND MINOR(S). I FURTHER AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES, EXPENSES, OR DEATH ARISING OUT OF OR RESULTING FROM ADMINISTERING OF OR FAILING TO ADMINISTER MEDICAL ASSISTANCE TO ME OR ANY OF THE BELOW-LISTED MINORS. INDEMNITY: I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, INCLUDING ATTORNEYS FEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS OR DEMANDS RESULTING FROM ANY LOSS, INJURY, DAMAGE, OR DEATH, AS WELL AS PROPERTY DAMAGE, ARISING OUT OF, CONNECTED TO, OR RELATING IN ANY WAY TO THE PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, AND/OR THE PRESENCE ON THE PROPERTY.AUTHORIZATION TO USE IMAGE AND PERSONAL INFORMATION: RELEASORS ARE HEREBY GRANTED THE RIGHT TO USE ANY IMAGES AND PERSONAL INFORMATION OF THE UNDERSIGNED, IN ANY SOCIAL MEDIA, WEBSITES, OR OTHER MARKETING MATERIALS. I, FOR MYSELF, AND AS PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR CUSTODIAN OF THE MINORS LISTED BELOW, WILLINGLY AGREE TO READ, OBEY, AND COMPLY WITH ALL POSTED, SPOKEN AND/OR SAFETY RULE SIGNS AND CONDITIONS FOR ATTENDANCE AT STUDIO DYB, PARTICIPATION IN ACTIVITIES, AND USE OF MATS, BARRES AND OTHER EQUIPMENT, AND UNDERSTAND THAT THE FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY OR DEATH. I REPRESENT THAT I AND ALL MINORS LISTED BELOW ARE PHYSICALLY FIT, OTHERWISE HEALTHY AND ABLE TO SAFELY PARTICIPATE IN ALL ACTIVITIES AND USE ALL OF THE PREMISES AND EQUIPMENT AT STUDIO DYB. I FURTHER ACKNOWLEDGE THAT RECREATIONAL SERVICES ARE BEING PROVIDED, AND NO SALE, LEASE OR BAILMENT OF EQUIPMENT IS ANY PART OF TRANSACTION HEREIN. I AGREE THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL REMAIN FULLY EFFECTIVE. I, FOR MYSELF, AND FOR THE BELOW-LISED MINORS, AS THEIR PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR AUTHORIZED CUSTODIAN, DO READ AND UNDERSTAND ENGLISH, AND HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY IT FOR MYSELF AND ON BEHALF OF ALL BELOW- LISTED MINORS. **The studio owner/ teacher has rights to all choreography and rights to alter and change choreography at any given time. A code of conduct is expected and social bullying, group defamation , slander and libel statements are not permitted. . Any damages to the business or business parties associated with StudioDYB, its owners or teachers. that are incurred due to slander, libel and or defamation shall be prohibited and subject to the opposing parties paying all legal fees and damages . Intellectual property such as, phone numbers, cell numbers, emails of students or families of Studio DYB are not to be used outside of the studio for outsourcing business, defamation, slander, or libel.**

As a participant, parent, teacher or visitor of Elena Paine and her studio, I agree fully to the above terms/ waiver of Studio DYB.

Signature _____ Date _____

Parent if under 18 _____ Date _____

Print names _____ Dates _____

