

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Assumption of Risk: The novel coronavirus/COVID-19 has been declared a worldwide pandemic by the World Health Organization. It is extremely 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 recommend social distancing and have, in many locations, prohibited the congregation of groups of people, to help slow the spread of the disease.

Middleburg Academy of Dance (hereinafter referred to as MAD) has instituted measures in the attempt to prevent the spread of COVID-19. However, MAD cannot, and expressly does not guarantee the students will not become infected with COVID-19 as a result of receiving instruction in person. Furthermore, given the nature of the instruction, close contact between students and teachers, and even other students, cannot be entirely avoided.

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 classes at MAD and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at MAD may result from actions, omissions, or negligence of myself and others, including, but not limited to, MAD staff, instructors, independent contractors, volunteers, other students and their families.

I voluntarily agree to assume all 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 MAD or participating in MAD programs (Claims). On my behalf, and on behalf of my children, heirs, estate, personal representatives, and successors, I hereby release, covenant not to sue, discharge, and hold harmless MAD, its staff, instructors, independent contractors, volunteers, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expense 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 MAD, staff, instructors, independent contractors, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MAD classes or programs.

Conduct: Student(s) and family members understand and agree that they must follow all lawful instruction or direction from MAD and its teachers, instructors, volunteers, and staff while receiving instruction and that failure to do so may result in Student being asked to leave the MAD premises.

Signature of Parent/Guardian/Participant

Date

Print Name of Parent/Guardian/Participant

Please list the Names of MAD students:
