

**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 extremely contagious and is believed to spread mainly from person-to-person contact. LE Dance Studio has put in place preventative measures to reduce the spread of COVID-19; however, LE Dance cannot guarantee that yourself (your child) will not become infected with COVID-19. Further, participation could increase your child's risk of contracting COVID-19.

Initial Each Paragraph

___ INITIALS By signing this agreement, the **undersigned acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the undersigned may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, or death.** The undersigned understand(s) that the risk of becoming exposed to or infected by COVID-19 at LE Dance may result from the actions, omission, or negligence of the undersigned and others, but not limited to, LE Dance's employees, volunteers, program participants, and their families.

___ INITIALS **The Undersigned voluntarily agree(s) to assume all of the foregoing risks and accept sole responsibility for any injury the undersigned (including but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that the undersigned may experience or incur in connection with the undersigned's participation at LE Dance.** The undersigned hereby releases, covenant to sue, discharge, and hold harmless LE Dance, its 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. The undersigned understands and agrees that this release includes any Claims based of the actions, omissions, or negligence of LE Dance, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation at LE Dance.

___ INITIALS The undersigned represents that they have adequate insurance to cover any injury or illness the undersigned may suffer or cause while participating in this activity or else the undersigned agrees to bear the costs of such injury or illness themselves. The undersigned further represents that they have no medical or physical conditions which could interfere with their safety in this activity, or else they are willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

___ INITIALS The Undersigned agree that the substantive law of the Kansas shall apply to the enforcement of this agreement and any portion of this agreement that may be found void or unenforceable, the remaining portions shall remain in full force and effect.

___ INITIALS **By signing this document, The undersigned agrees that if the undersigned is exposed or infected by COVID-19 during their participation in this activity then the undersigned may be found by a court of law to have**

waived their right to maintain a lawsuit against the parties being released on the basis of any claim of negligence.

___ INITIAL By signing this document, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of LE Dance if he or she (1) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, loss of taste or smell, rash on hands or feet, or has a suspected diagnosed/confirmed case of COVID-19. The undersigned further agrees to notify LE Dance immediately if he or she believes that any of the foregoing access/use restrictions may apply.

___ INITIALS The undersigned has had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing, Also, the undersigned understands that this activity may not be available to them if they were to choose to not sign this release or that if the undersigned violates the terms of this agreement in anyway they may be asked to no longer participate in activities at LE Dance.

___ INITIALS **The undersigned has read this document, understands its content, and agrees to be bound by its terms.**

___ INITIALS If the undersigned has signed a separate general waiver of liability in connection to their participation at LE Dance, the undersigned agrees that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

___ INITIALS The undersigned agrees to practice social distancing and clean hygiene during their participation at LE Dance.

Child Name: _____

Please indicate if your child is a minor and you are signing on their behalf.

_____ YES

If your child is 18 years of age or older, they must execute this waiver on their own behalf.

Signature: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: () _____ Date: _____