



2020-2021 COVID-19 ASSUMPTION OF RISK & RELEASE OF LIABILITY

Momentum Dance Center is committed to providing a safe environment for its students, staff and other guests. As a result, Momentum Dance Center has implemented the foregoing policies and procedures, which are subject to change based on government guidance. Preventative measures are in place and will be adhered to, however, given the novel nature of COVID-19 and the rapid pace at which it spreads, Momentum Dance Center cannot guarantee that you, your child (the "Student") or your family members will not be exposed to or become infected with COVID-19. By accessing the Momentum Dance Center building, and attending classes, you may be putting yourself, your child, and others at increased risk for contracting COVID-19.

By signing below, you understand, acknowledge and agree to the following:

- You assume the risk that you, your child, or your family members may be exposed to or become infected with COVID-19 and that such exposure and/or infection may result in death, personal injury, illness, causing mild symptoms such as fever or body aches, or more severe complications, such as pneumonia, organ failure, or permanent disability; and
- You understand that the risk of exposure to or infection of COVID-19 may result from the acts, omissions, or negligence of Momentum Dance Center or others, including but not limited to, the faculty, staff, guests of Momentum Dance Center, class participants and their families; and
- You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, your child or your family members (including, but not limited to, personal injury, disability or death), or any illness, damage, loss, claim, liability or expense (including medical bills, attorneys' fees and court costs), of any kind, that you, your child, or your family members may experience or incur in connection with your child's access to the Momentum Dance Center building or his/her participation in classes provided by Momentum Dance Center (collectively, "Claims"); and
- **Student and his/her assignees, heirs, parents, guardians, and legal representatives hereby release, covenant not to sue, discharge and hold harmless Momentum Dance Center, Inc., and its officers, employees, faculty, staff, students, agents, representatives and assigns (collectively "Releasees") of and from all Claims including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to the Student's or the Student's family members' access to the Momentum Dance Center building or participation in classes provided by Momentum Dance Center, whether arising out of the negligent acts or omissions of any Releasee or otherwise, and whether any COVID-19 infection or exposure occurs before, during or after access to the Momentum Dance Center building or participation in classes provided by Momentum Dance Center; and**
- You understand that by signing this release, you are voluntarily waiving any and all Claims, known and unknown, including those Claims that may be unknown to you, or which you do not suspect at this time.
- If any provision of this release is held to be unenforceable by a court of competent jurisdiction, then the invalidity or unenforceability of any provision of this release shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this release. Releasees are third-party beneficiaries to this release and shall have the right to enforce it to the full extent permitted by the law.
- You acknowledge that you have read and fully understand all of the terms of this release, have been given the opportunity to review its terms with your legal counsel, and you are voluntarily giving up substantial legal rights, including the right to sue the Releasees for Claims, whether known or unknown, arising out of your or your child's access to the Momentum Dance Center building or participation in classes provided by Momentum Dance Center.

By signing below, you understand, acknowledge, and agree to the foregoing release and all of its terms:

Student Name(s) (Printed): _____

Parent/ Guardian Name (Printed): _____

Parent/ Guardian Signature: _____

Date: _____

