



**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in in-person dance programming and events (collectively “Dance Activities”) related to the Sierra Madre Dance Center (SMDC”), the undersigned acknowledges, appreciates, and agrees that:

1. Participation in such Dance Activities inherently includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular protocols, rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there currently is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.
3. SMDC cannot prevent you and your child[ren] from becoming exposed to, contracting, or spreading infectious diseases, including COVID-19, while utilizing SMDC’s services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize SMDC’s services and/or enter onto SMDC’s premises you and your child[ren] may be exposing yourself to and/or increasing your risk of contracting or spreading an infectious disease, including but not limited to, COVID-19.
4. I willingly agree to comply with the stated and customary terms and conditions for participation in such Dance Activities in regards to protection against infectious diseases. This includes my agreement to comply with Parent/Participant procedures set forth by SMDC with respect to protection against infectious diseases. However, if I (or my child[ren]) observe any unusual or significant hazard during my presence or participation, I or my child[ren] will remove myself from participation and bring such to the attention of the nearest official immediately.

5. **ASSUMPTION OF RISK**: I have read and understood the above warning concerning infectious diseases and COVID-19. I hereby KNOWINGLY AND FREELY ASSUME ALL SUCH INHERENT RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF SMDC or others, and assume full responsibility for my participation and choose to accept the risk of contracting an infectious disease, including COVID-19 for myself and/or my children in order to utilize SMDC's services and enter SMDC's premises. These services are of such value to me and/or to my child[ren], that I accept the risk of being exposed to, contracting, and/or spreading an infectious disease, including COVID-19 in order to utilize SMDC's services and premises in person rather than enjoying the same services virtually (e.g., via Zoom video conference).
6. **WAIVER OF LAWSUIT/LIABILITY**: I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS and waive my right to bring suit against SMDC and its owners, officers, directors, managers, officials, trustees, agents, and/or employees, and if applicable, owners and lessors of premises (collectively "Releasees") used to conduct the Dance Activities, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify Releasees for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in such Dance Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.
7. **CHOICE OF LAW**: I understand and agree that the law of the State of California will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____

Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named herein. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____

Date: _____

Name (printed): _____

Minor Child Name(s) (printed): _____