

EAGLES WINGS STUDIO/HAVILAH DANCE COMPANY
COVID-19
ASSUMPTION OF THE RISK
WAIVER AND RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT

ACKNOWLEDGEMENT

IN CONSIDERATION for being permitted to enter the Havilah Dance Company Studio for Eagles' Wings Studio classes, and return to class and/or for my children to end and/or so participate for any purpose, including, but not limited to, observation or use of the studio or equipment, or participation in any on or off-site program affiliated with the studio, I acknowledge that (a) novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including North and South Carolina; (b) COVID-19 is extremely contagious, and is believed to be spread by various methods, including person-to-person contact and contact with contaminated surfaces; and (c) that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus as well.

AGREEMENT TO ABIDE BY STUDIO PROCEDURE/POLICIES

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize the studio services, and programs of the studio if I, he or she: (i) experiences symptoms of COVID-19, including without limitation, fever, cough, shortness or breath, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste and/or smell (or any other symptoms later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above. I agree to notify the studio immediately if I believe that any of the foregoing access/use restrictions may apply. The studio has taken and may in the future take certain steps to slow the transmission of COVID19, including, without limitations, the access/use restrictions set forth above. I acknowledge and agree that the studio may revise its procedures at any time and further agree to review and to comply with the studios revised procedures as a condition of entering and/or utilizing the studio, services, and programs of the studio. I further acknowledge and agree that due to the nature of the studio, services, and programs offered by the studio, social distancing of 6 feet per person may not always be possible. I understand that the risk of becoming exposed to or infected by COVID-19 at the studio may result from the actions, omissions, or negligence of myself and others, including, but not limited to, studio employees, volunteers, and program participants and their families. I fully understand and appreciate both the known and potential dangers of utilizing the studio, services, and programs of the studio and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in expose to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE STUDIO FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, OBSERVATION OR USE OF STUDIO OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE STUDIO, I HEREBY AGREE TO THE FOLLOWING:

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

By signing this agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, quarantine, personal injury, illness, disability, and/or death), damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with attending the studio or participating in studio programming (collectively, "**Claims**"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the studio, its employees, agents, and representatives, of and from all Claims of every kind arising out of or relating to COVID-19. I understand and agree that this release includes all Claims based on actions, omissions, or negligence of the studio, its officers, directors, employees, agents, volunteers, and representatives (collectively, "**Releases**"), whether a COVID-19 infection occurs before, during, or after participation in any studio program.

INDEMNIFICATION

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the studio and all other Releases from any loss, liability, damages or costs arising from or related to COVID-19 exposure (including without limitation costs of defense and legal fees for counsel of such Releasee's choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about studio premises or present for or participating in any program affiliated with the studio, specifically including any loss, liability, damages or costs arising from or related to Claims, which may be asserted by my children or their representative. I understand and agree that the studio is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the studio.

CONCLUSION AND AGREEMENT TO ALL TERMS

I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S RIGHT TO RECOVER DAMAGES FROM THE STUDIO ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARENTING REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE TO NOT SUE, A RELEASE,

AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE STUDIO THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S). BOTH PARENTS-MEMBERS MUST SIGN THIS FORM AS A PRECONDITION TO THEIR CHILDREN ENTERING THE STUDIO AND/OR PARTICIPATION IN STUDIO PROGRAMS.

Sign Here: _____ Date: _____

Printed Name: _____

Sign Here: _____ Date: _____

Printed Name: _____