

**WAIVER OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION
OF RISK AGREEMENT FOR DANCE DANCERS**

DANCER’S Name: _____ (Please Print) – hereafter referred to as the “Dancer”.

On March 11, 2020, COVID-19, a highly contagious disease that is spread through person-to-person contact was declared a worldwide pandemic by the World Health Organization and on March 13, 2020, U.S. President Donald Trump declared the COVID-19 outbreak a national emergency. On March 17, 2020, the Director of the Ohio Department of Health (“ODH”) ordered all entertainment, recreation, and dance facilities to close until the March 17, 2020 Order is rescinded or modified. On May 22, 2020, the ODH issued an order permitting such facilities to open.

Given the widespread outbreak and the possibility of COVID-19 being contracted, federal, state, and local governments, and federal and state health agencies, recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people. As a result, the Dancer by Gina (“DBG”) has put in place preventative measures to reduce the spread of COVID-19. Even with these measures, the DBG cannot guarantee that its students or other individuals, participating in DBG classes, rehearsals, competitions, recitals and other activities (hereafter “activities”) will not become infected with COVID-19.

By signing this agreement, the Dancer agrees that:

1. Activities of DBG are strictly voluntary;
2. While participating in DBG activities, safety and social distancing protocols recommended by the ODH will be followed;
3. Dancer will not participate in any DBG activities if his/her temperature is above 100.0 degrees Fahrenheit on any day that the Dancer is to participate in any activity, or if the Dancer has been exposed to any person who has tested positive for COVID-19 in the past fourteen (14) days;
4. COVID-19 is contagious, and the Dancer understands it is the sole responsibility of the Dancer and his/her parent/guardian as applicable, to evaluate carefully all risks inherent in using the DBG’s Facilities and Equipment. The Dancer and his/her parent/guardian as applicable voluntarily assumes full responsibility for the risk that the Dancer may be exposed to or infected by COVID-19 by using the DBG’s Facilities and Equipment, and that such exposure or infection may result in personal injury, illness, permanent disability, death or other damages or expenses;
5. The risk of becoming exposed to or infected by COVID-19 at DBG Facilities may result from the actions, omissions, or negligence of DBG students, owners, employees, volunteers, and guests;
6. The Dancer assumes all of the foregoing risks and accepts sole responsibility for any injury to the Dancer including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Dancer or his/her parent/guardian may

experience or incur in connection with Dancer's use of DBG Facilities or Equipment ("Claims");

7. The Dancer releases and agrees to hold harmless and indemnify the DBG, its owners, employees, and agents, from any and all liability, arising from negligence or otherwise, and any damages as a result of the Dancer's use of the DBG's Facilities or Equipment, including but not limited to property damage and any mental or physical bodily injury, including death; and
8. This release includes any Claims based on the actions, omissions, or negligence of the DBG, its owners, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the use of the DBG's Facilities or Equipment and/or participation in DBG activities.
9. The foregoing WAIVER OF LIABILITY, ACKNOWLEDGMENT, AND ASSUMPTION OF RISK AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms. If the DANCER is under 18 years of age, this Agreement must be signed by the DANCER's parent or guardian. For divorced/separated parents, the parent/guardian signing below attests that he/she has legal authority to provide consent for the DANCER to attend DBG activities and use its Facilities and Equipment and to execute this Waiver of Liability, Acknowledgment, and Assumption of Risk Agreement.

Printed Name of DANCER

Signature of DANCER

Date

If Dancer is a minor, either a parent or guardian must sign below, if they agree with the terms of this Agreement.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date