



DANCER LIABILITY WAIVER

Dancer's Name

Parent/Guardian Name

Email Address

Elite Dance Company (EDC) is so excited to welcome you to our studio! We love our dance family and we love that you are part of it. Before you begin your class(es) at EDC, we need you to clearly understand the risks of participating in dance classes with us.

The purpose of this release and waiver (this "Waiver") is to:

- Inform you about the activities we'll be doing together and what the risks of those activities are.
- Have you acknowledge that you are healthy enough to participate in these activities.
- Have you choose to voluntarily participate in the activities with a full understanding of the risks.
- Release us from any and all liability related to you dancing with us.

Please be aware that if you do not sign this Waiver and agree to its terms, we will be unable to allow you to participate in our classes.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU AND MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING, YOU UNDERSTAND THAT YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.

1. Parties. We will refer to Elite Dance Company as EDC "us", or "we" and we will refer to you, the dancer/the parent(s) of the dancer(s), as "you".
2. The Activities. You will be participating in multiple styles of dance classes at EDC which may include some/all of the following styles such as ballet, tap, jazz, lyrical, hip hop, modern, pointe, contemporary, as well as other additional styles offered.
3. Classes in our studio may involve the following activities (collectively, the "Activities"): barre work, flexibility training in the form of stretching our bodies, strength exercises using one's body weight, mobility and range of motion exercises, and movement through choreography.
4. The constant in all of these Activities is that they will involve stretching and moving the body in an artistic way other than the common general movements made by non-dancers. These Activities may involve receiving adjustments from instructors. Please advise us in advance if you do not want physical adjustments.

5. The Activities apply to any of our in-studio classes as well as those made available for online streaming participation. As these classes will be taking place outside of EDC facilities, we need you to acknowledge that you are responsible for the safe facilitation of the Activities and your environment you practice in.
6. **Inherent Risks.** You understand that participating in these Activities has inherent risks, some of which are more obvious than others. Injuries include but are not limited to: **MUSCLE TEARS, MUSCLE STRAINS AND OTHER MUSCULOSKELETAL INJURIES, SPRAINS, BROKEN BONES, DIZZINESS, EXHAUSTION, DEHYDRATION, AND FAINTING.**

1. The **risks** listed above in Section 3 can result in serious harm and injuries that could change your quality of life and, in rare and extreme circumstances, may even result in permanent disability or death. You will progress at your own pace and will listen to your body. If at any point you feel overexertion, pain, or fatigue, you must assume the responsibility of respecting your body and take a rest. If you need to stop any activity for a breath, some water, or leave the room because you don't feel well, we urge you to do so.
2. Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or equipment. While we will do our best to provide the safest environment possible and minimize risks, there still remains the risk of exposure to COVID-19 in any public place where people are present. By attending classes, you voluntarily assume all risks related to the exposure of COVID-19.
3. Participating in the Activities via online streaming means that there will be no in-person supervision while you perform the Activities, which presents increased risks. You acknowledge these risks and agree to participate in the Activities to the extent that it is safe and reasonable for you to do so, at your own discretion. This includes finding a safe space to participate in the Activities, not pushing yourself too far while undertaking the Activities, and not trying to complete Activities if you are unsure about how to best practice them.

4. **Affirmation of Health.** Before participating in any Activities at EDC, you agree that you have sought medical advice regarding your ability to safely participate in any of our classes. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate safely in the Activities. At any point, if you do not feel well during any class, you agree to pause your participation and communicate any problems to our instructors.

COVID-19/Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities you are affirming that you are healthy and do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a

communicable disease or are unsure of your health and ability to practice the Activities, please consult with your doctor and *we urge you not to visit our studio or participate in our Activities*. We are all in this together and it's important we follow guidelines on social distancing, hygiene practices, wearing a mask upon entering and exiting the studio as well as when/if instructed by our faculty to do so, and act with kindness and responsibility towards each other in order to ensure everyone's safety. We can still enjoy our love of dance while keeping ourselves, and each other, safe!

5. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Activities with EDC. Your signature below and your participation in the classes at EDC illustrate your voluntary participation and assumption of the risks of doing so.

6. Release, Waiver, and Indemnity. YOU HEREBY RELEASE EDC, ITS DIRECTORS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, FAMILY MEMBERS, AND ASSIGNS (THE "RELEASED PARTIES"), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY LIABILITY AND DAMAGES ARISING FROM DEATH OR PERSONAL INJURIES, INCLUDING THE CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASES, HOWEVER CAUSED, INCLUDING OUT OF EDC NEGLIGENCE, DURING YOUR PARTICIPATION IN THE ACTIVITIES AT EDC.

1. YOU ARE RELEASING THE RELEASED PARTIES AT YOUR OWN RISK AND YOU AGREE TO FORFEIT ANY AND ALL FORMS OF LEGAL RECOURSE THAT MAY BE AVAILABLE TO YOU, INCLUDING BUT NOT LIMITED TO ANY FORM OF DAMAGES, AS A RESULT OF YOUR PARTICIPATION IN THE ACTIVITIES. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a future legal action on your behalf. If EDC incurs attorney's fees or costs to enforce this Waiver, you agree to reimburse it for such fees and costs.

7. Media Release. We think our dancers are amazing and would love to show them off! By being a student at our studio, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing, and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. **Please let us know if you ever want us to stop using an image of you.**

8. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of Massachusetts. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in this Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements, promises, or commitments. This Waiver

may not be amended, changed, or altered except by another written agreement. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding.

9. Online Agreement. We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND VOLUNTARILY AGREE TO ITS TERMS.

Please sign below:

Parent/Guardian Name	Date
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By clicking/tapping/touching/selecting or otherwise interacting with the "Submit" button, you are consenting to signing this Document electronically. You agree your electronic signature ("E-Signature") is the legal equivalent of your manual signature on this Document. You consent to be legally bound by this Document's agreement(s), acknowledgement(s), policy(ies), disclosure(s), consent term(s) and condition(s). You agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. Your current valid email is required for all communications.