

# CITY BALLET SCHOOL

## Release of Liability

### Adult Students

City Ballet School is hereby providing notice that it intends to re-open its ballet school. I understand that City Ballet School cannot protect me from the risks which may be encountered as a result of me attending ballet classes. I realize that there are natural, mechanical, and environmental conditions which independently or in combination with any activities engaged in while participating in this dance program that may result in the exposure to certain risks including exposure to COVID-19, other biological agents, virus or similar bacteriological agents and the risk of being quarantined or illness that may result in medical care, hospitalization or death.

I hereby state that I, on behalf of myself, am an adult, over the age of 18, and legally competent to sign this form. I understand the potential risks and dangers involved with participation in the school providing this dance program and acknowledge the existence of risks which results from both obvious or predictable risks, as well as risks that are unpredictable and not obvious and to extend to myself as applicable.

In consideration of myself participating in the dance program provided by City Ballet School, I, and any legal representative, heirs, and assigns hereby release, waive, and discharge City Ballet School, its officers, directors, employees, agents and representatives from any and all liability for any and all loss or injury, including any medical expenses, injury and/or death, illness or exposure to and/or contracting the novel coronavirus (COVID-19), other biological agents, virus or similar bacteriological agents by me due to attendance at and participation in the dance program.

I agree to indemnify City Ballet School, its directors, employees and representatives from any loss, liability, damages or cost that may be incurred due to my participation in the dance program, whether caused by negligence of City Ballet School or otherwise. I fully understand on my own behalf the risks associated with participation and assume any risk associated therewith.

This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital. The parties to this agreement hereby agree that the interpretation and enforceability of this release shall be governed by laws of the state of California.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by applicable laws, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I understand that by signing this agreement I am giving up on behalf of myself certain legal rights and remedies including the right for myself to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses or any nature whatsoever including attorney's fees and other losses that I may sustain in association with my participation in the dance program.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I SIGN THIS RELEASE VOLUNTARILY AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_