

Toby's School of Dance Waiver & Release of Liability

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. Toby's School of Dance ("The Studio") has put in place preventative measures to reduce the spread of COVID-19; however, the studio **cannot guarantee** that you/your child will not become infected with COVID-19. Further, **attending the studio could increase your/your child's risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I/my child may be exposed to or infected by COVID-19 by attending the studio, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand 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 voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself/my child (including, but not limited to personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind), that I/my child may experience or incur in connection with my/my child's attendance at the studio. On my behalf I hereby release, covenant not to sue, discharge and hold harmless the studio, its employees, agents and representatives, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any studio event.

Student/Staff Waiver & Release of Liability

I understand that Toby's School of Dance does not give credit and/or refunds for class(es) missed due to holiday, vacation, illness, weather, etc.

I further understand that there are risks of physical or property damages, losses, illness or injury inherent in any exercise or dance program. I am participating with the expressed agreement and understanding that I am hereby waiving and releasing Toby's School of Dance from and against any and all claims, costs, liabilities, expenses or judgments including attorney's fees and court costs arising out of my/my child's participation in this program. I hereby agree to indemnify and hold harmless Toby's School of Dance authorities from and against any and all such claims.

Consent and Waiver Regarding the Use of Student/Staff Photographs and Videos

I hereby allow photos and videos of myself/my student to be published via print, video, website or social media which are affiliated with Toby's School of Dance.

I understand that publication may be accomplished electronically via the internet/world wide web and that after publication the school will be unable to prevent persons from gaining access to the internet/world wide web, copying my photographs and video therefrom and subsequently using, altering or republishing it without my consent.

I waive any claim for damages against Toby's School of Dance from the unconsented-to-use, alteration, republication of my photographs and videos by third parties accessing the internet/world wide web or obtaining copies of the print or video material.

Name of Instructor/Student (print): _____

Signature: _____ Date: _____
(or signature of Legal Guardian if under 18)