

# LIABILITY RELEASE AND ASSUMPTION OF RISK FORM

The Teacher is not responsible for any injuries that may occur in the classroom while the student is dancing or participating in any other activity. All precautions to safeguard the student are taken, including education of proper warm up and cool down techniques. The risk of sustaining injuries result from the nature of the activity and can occur without fault of either the student or dance studio, its employees/agents or the facility where the activity is taking place. By choosing to take part in this activity, you are accepting the risk that you/your child may be injured. The chance of an injury occurring can be reduced by carefully following instructions at all times while engaging in the activity. We have read the above. We understand that by participating in the activity we are assuming the risks associated with doing so.

By agreeing to this you are waiving important legal rights. Please read carefully. This agreement must be completed in full before you can participate in any activities with Ally Walker Dance Academy.

### Release of Liability, Waiver of Claims, and Indemnity Agreement

I, on behalf of myself, my heirs, next of kin, executors, administrators, representatives and assigns, hereby forever waive all claims and release, discharge and hold harmless Ally Walker Dance Academy and their representatives and agents including, without limitation, employees, participants, and all other entities associated or involved in the organization or staging of events or any other activities, including, but not limited to, volunteers, third party vendors, all venues in which activities or segments of activities are held, and the members, officers, directors, employees, representatives, assigns, affiliates, and agents of any of the above (collectively, the "Releases"); for any and all losses, costs, causes of action, claims or damages, including any claim for damages for personal injury to my person or personal property damage howsoever caused, arising out of or in connection with my taking part in dance, fitness or other related activities, notwithstanding that the same may have been contributed to or occasioned by, without



limitation, the negligence, breach of contract or breach of any statutory or other duty of care of Ally Walker Dance Academy, or any of the Releases.

Further, I authorize Ally Walker Dance Academy to take all reasonable steps to respond to a medical or other emergency, including but not limited to the providing of immediate first aid and obtaining professional medical assistance, and I shall hold Ally Walker Dance Academy and its representatives harmless and release Ally Walker Dance Academy, its proprietors, employees, heirs, assigns and any other participants from any liability, cause of action, or damages howsoever caused from any misfortune, malady or tragedy, physical or otherwise, that may arise due to my participation in the Ally Walker Dance Academy class.

### Assumption of Risk

I acknowledge that I am aware of the possible risks, dangers and hazards associated with participating in dance, fitness and other related activities, including the possible risk of severe or fatal injury and property loss. I hereby assume these risks which include, but are not limited to: the possibility of physical injury to myself and others such as muscle strain, broken bones, concussion, soft tissue damage, infectious diseases, and cardiac arrest.

I certify that I have not been advised against participating in dance, fitness or other related activities by a qualified health professional. I acknowledge that Ally Walker Dance Academy, permitting me to participate in dance, fitness and other related activities, accepts my statements on this release waiver.

### Assumption of Risk – Online Classes

I recognize that dancing requires physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Online Dance Lessons. I represent and warrant that I am



physically fit and I have no medical condition that would prevent my full participation in the Online Dance Lessons.

In consideration of being permitted to participate in the Online Dance Lessons, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which might incur as a result of participating in the program.

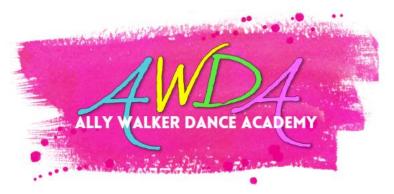
In further consideration of being permitted to participate in the Online Dance Lessons, I knowingly, voluntarily and expressly waive any claim I may have against Ally Walker Dance Academy and/or its agents for injury or damages that I may sustain as a result of participating in the program. I understand that recording of the Online Dance Lessons is strictly prohibited. I agree to not reproduce, sell, share or distribute any recordings of the Online Dance Lessons.

I understand that music used in the videos is not property of Ally Walker Dance Academy and is for educational purposes only. By signing up or participating in Ally Walker Dance Academy Online Dance Lessons does not grant me a license or permission to use third party copyright materials including music.

I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Ally Walker Dance Academy and/or its agents for any injury caused by their negligence or other acts.

#### Terms and Conditions of Online Classes

The participant has permission to be online and partake in Ally Walker Dance Academy online classes. The sharing of your online class link and password is strictly forbidden. The participant is wearing appropriate clothing that is suitable for dance.



Please ensure that you have cleared adequate spacing well before your class is to start. That, where possible, you will ensure webcams are located in a communal space like a living room - rather than a bedroom. If only a private space like a bedroom is available, you will commit to keeping the door open. All participants will be admitted from the "waiting room". Please make sure your Zoom name matches your name on your registration.

Please sign-in at least 10 minutes before your class starts. Your instructor will "admit" you. To minimize disruptions to the class, the instructor will not be able to manage the waiting room and admit participants after the welcome discussion (5 min after class start time)

For safety reasons, your video must be on so that your instructor can see you. The participant will participate in these online dance classes at their own risk. You understand that, although rare, dance is a sport and injury may occur.

Ally Walker Dance Academy will not be held responsible for any injury that may occur during your online dance class.

Please note that the material in class videos is copyright and has not been approved for sharing, or for third party recordings. Sharing of the classes and zoom links and passwords are strictly forbidden (only registered participants will be granted entry into the ZOOM class each week) as well as the weekly video link. Not adhering to these rules will void your registration from the program.

## Media Release

I hereby grant full permission to Ally Walker Dance Academy to use any photographs, motion pictures, videotapes, recordings or any other record of my participation in dance or any other related activities for any purpose including, without limitation, commercial use.



I hereby grant Ally Walker Dance Academy the irrevocable and unrestricted right to photograph/film me and my child(ren) for use in the regular functioning of the program (such as class videos/online class streaming through Zoom).

I hereby authorize Ally Walker Dance Academy the irrevocable and unrestricted right to photograph/film me and my child(ren) for the use in marketing and promotional media. editorial trade, advertisement, promotional materials or any use that may benefit the programs at Ally Walker Dance Academy.

### COVID-19 Waiver

I understand and agree that even with social distancing and sanitization protocols, there is a possibility of contracting the SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2) virus which can lead to the COVID-19 (coronavirus disease) while attending programs at Ally Walker Dance Academy. I voluntarily agree, therefore, to assume all risks and responsibility of contracting the SARS-CoV-2 virus, which I or my child may contract during any of Ally Walker Dance

Academy camps, classes, rehearsals, performances, or activities. I also exempt and release, Ally Walker Dance Academy and its owners, employees, instructors, assistants, volunteers, guest artists, and/or students from any and all liability claims, demands, or causes of action whatsoever from any damage, loss, injury, or death to me, my children, or property which may arise out of or in connection with SARS-CoV-2 and COVID-19.

I agree and give full consent to active symptom screenings for myself or my child which may include a temperature check. I understand and agree that I will not attend or send my child to Ally Walker Dance Academy if they are sick even if symptoms resemble a mild cold. Symptoms to look for include fever, cough, shortness of breath, sore throat, runny nose, nasal congestion, headache, and a general feeling of being unwell.



I understand (and have made my child aware) that participants are to inform a Ally Walker Dance Academy staff or faculty member immediately should any of the above-mentioned symptoms develop while at Ally Walker Dance Academy. Should this occur I understand the participant will be isolated until picked up by a parent or guardian if not able to leave on their own. I understand it is my responsibility to ensure my child is picked up immediately when notified.

I understand and agree that CMOH (Chief Medical Officer of Health) Order 05-2020 legally obligates individuals who have a fever, cough, shortness of breath, sore throat, runny nose (that is not related to a pre-existing illness or health condition) to be in isolation for 10 days from the start of symptoms or until symptoms resolve, whichever takes longer.

I have alerted Ally Walker Dance Academy by email of any and all medical conditions and allergies I as the participant or my child has. I understand it is especially important to alert Ally Walker Dance Academy of any health conditions that may cause similar symptoms of SARS-CoV-2 and/or COVID-19. These health conditions and symptoms include but are not limited to a cough and/or shortness of breath due to asthma or exercise-induced asthma, and/or a sore throat, runny nose and/or nasal congestion due to severe seasonal allergies.