

Waiver, Release, Assumption of Risk, and Indemnity Agreement: This AGREEMENT is made and effective as of date executed by Rebecca McCarthy School of Dance located at 8505 Redtail Unit D Lakewood, 60014 ("SCHOOL"), and the adult or guardian ("ADULT"), executing this AGREEMENT personally on behalf of himself/herself and any minor child/children specified herein (collectively ("PARTICIPANTS")). RMSD and PARTICIPANTS may be referred to collectively as the "PARTIES."

1. **WAIVER AND RELEASE OF LIABILITY.** PARTICIPANTS, on behalf of themselves, their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith ("RELEASING PARTIES"), forever, finally, fully, permanently and unconditionally waive, release, acquit, discharge, covenant not to sue, indemnify, covenant to hold harmless, and defend RMSD and its present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, PARTICIPANTS, and all other persons, firms, partnerships or corporations connected therewith ("RELEASED PARTIES"), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of RELEASED PARTIES or otherwise, that arise out of or relate in any way to PARTICIPANTS' use of the equipment and facilities at the SCHOOL, participation in the activities at the SCHOOL, and any claims for costs, expenses and attorneys' fees associated therewith.

2. **ASSUMPTION OF RISK.** Participation in the activities and use of the equipment at the SCHOOL is purely voluntary and constitutes inherently risky activities that may result in serious injury and/or property damage to PARTICIPANTS and/or third parties. Safety equipment and apparatus is provided for the protection of PARTICIPANTS, including physical contact by instructors that is reasonably intended to coach, teach or demonstrate a particular skill or to prevent or lessen injury (i.e. spotting, assisting). However, all safety risks cannot be eliminated. RELEASING PARTIES hereby assume the risk of personal injury or death, damage to property, and injury to third parties that arise out of or relate in any way to PARTICIPANTS' past, present or future use of the equipment, any of the other facilities at the SCHOOL and participation in the activities at the SCHOOL.

3. **POLICIES / PROCEDURES.** RELEASING PARTIES acknowledge that they have been provided with a copy of RMSD's current policies and procedures for participation of PARTICIPANT at the SCHOOL and that RMSD's policies and procedures may change without notice at any time. Should any policy and/or procedure change, RMSD will provide ADULT with a copy of the updated policies and procedures within a reasonable time after the new policy and/or procedure has been implemented by RMSD. RELEASING PARTIES understand and acknowledge that compliance with RMSD's policies and procedures is a condition precedent for PARTICIPANT's enrollment, participation in the activities, use of the equipment and any of the other facilities at the SCHOOL.

4. **PHOTOGRAPH RELEASE.** I grant RELEASED PARTIES the right to take and use photographs of PARTICIPANTS with or without his/her name and for any lawful purpose, including but not limited to publicity, illustration, advertising, and website content so long as such photographs is used in connection with RMSD.

5. **INTEGRATION AND SEVERABILITY.** This is executed without reliance upon any representation by said PARTIES other than that contained in this AGREEMENT. If any provision or portion of this AGREEMENT is held to be illegal or invalid, the remainder of this AGREEMENT shall continue to be valid and enforceable.

6. **BINDING NATURE OF AGREEMENT.** The provisions contained in this AGREEMENT shall inure to the benefit of, and be binding upon, the PARTIES hereto and their respective successors and assigns.

7. **COVID-19 WAIVER OF LIABILITY:** 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. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Rebecca McCarthy School of Dance (RMSD) has put in place preventative measures to reduce the spread of COVID-19 (sanitary stations, opening the lobby area, Air Purification Unit); however RMSD cannot guarantee that your or your child(ren) will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless RMSD, its employees and representative, of and from the Claims, 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 RMSD, its employees and representatives, whether a COVID-19 infection occurs before, during, or after participation in any RMSD program.

7. **CHOICE OF LAW / JURISDICTION.** This AGREEMENT shall be construed and enforced according to the laws of the State of Illinois.

8. **AGREEMENT.** ADULT acknowledges that he/she has read and understands each and every provision of this AGREEMENT, and by placing his/her signature at the end of this AGREEMENT, represents that he/she has voluntarily assumed the obligations contained herein and intentionally waived all the rights stated herein, of his/her own free will. ADULT further certifies that he/she is a parent/guardian with legal responsibility for any minor child/children and desires that PARTICIPANTS participate in the activities and use the equipment available at the SCHOOL.

Please return and attach the waiver to your RMSD registration form.

Name of ADULT: _____ Signature _____

Address of ADULT: _____ Date _____

Telephone No. of ADULT: (Home/Cell) _____

Email of ADULT: _____

Name of Minor: _____ (DOB) _____