

BALLET GUILD OF THE LEHIGH VALLEY / PENNSYLVANIA YOUTH BALLET

Liability Waiver and Release Relating to Coronavirus/COVID-19 (MINOR CHILD)

I hereby certify that I am the adult parent, natural or legal guardian of _____, a minor child (“my child”, or the “child”) under the age of eighteen years. I hereby consent to my child’s participation in ballet related activities as a student of the Ballet Guild of the Lehigh Valley/Pennsylvania Youth Ballet (“The Ballet Guild”).

I understand, acknowledge, and recognize that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can and has caused serious and potentially life-threatening illness and even death, including to children.

I understand, acknowledge and recognize that The Ballet Guild cannot prevent students from becoming exposed to, or contracting COVID-19 from any other person, including but not limited to employees or volunteers of The Ballet Guild, other students, any other person with whom the student has come into contact, or even persons with whom the student has never come in contact, or from any air or surface to which the student may be exposed while participating as student of The Ballet Guild. I further understand, acknowledge and recognize that The Ballet Guild cannot prevent students or any other persons, including but not limited to those identified above, or from any air or surface to which the student has been exposed while participating as student of The Ballet Guild, from spreading COVID-19 while the student participates as a student of The Ballet Guild, either on the Ballet Guild premises or at any other location utilized by The Ballet Guild as part of its services to the student. It is not possible to prevent against the presence of the disease. Therefore, I understand, acknowledge and recognize that if my aforementioned child participates as a student of The Ballet Guild at the Ballet Guild premises or anywhere else, my child may be exposed to and/or experience an increased risk of contracting or spreading COVID-19 that may lead to serious bodily injury or death.

ASSUMPTION OF RISK: I have read, acknowledge, and understand the above warning concerning COVID-19. Knowing the risks described above, I agree, personally, and on behalf of my child above, to assume all risks and responsibilities surrounding my child’s risk of exposure to, and spreading of COVID-19 and any injuries to or death of my child or other persons that may result therefrom, including specifically the risks of injury or death to my child or other persons resulting from my child’s exposure to, or spread of COVID-19 CAUSED BY THE NEGLIGENCE OF THE BALLET GUILD. The services of The Ballet Guild are of such value to me and my child that I accept the risk of my child being exposed to, contracting, and/or spreading COVID-19 in order to utilize the services and premises in person rather than arranging for an alternative method of enjoying the same services virtually through online classes, an option that The Ballet Guild has specifically offered to me and my child, but which I have chosen to reject, on my behalf and on behalf of my child.

RELEASE AND WAIVER OF LAWSUIT/LIABILITY: To the fullest extent allowed by law, I personally, and on behalf of my child and my his/her heirs, executors, administrators, and assigns, hereby forever fully and completely release, remise, and forever discharge and forever discharge The Ballet Guild, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives, successors and assigns of and from all, and all manner of present and future claims, causes of action, liabilities, or loss for injury or death to me or my child, and any injury to any property of mine or my child, whether known or unknown, foreseen or unforeseen, which I or my child may suffer or for which I or my child may be liable to any other person, relating to my child’s exposure, infection, and/or spread of COVID-19 while my child participates as a student of the Ballet Guild, resulting from any

cause whatsoever, regardless of fault, including specifically all present and future claims, causes of action, liabilities, or loss for injury or death to my child, or any injury to any property of mine or my child CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE BALLET GUILD.

I understand that this release and waiver of lawsuit/liability means I, personally, and on behalf of my child named above, give up my right and my child's right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to CLAIMS OF NEGLIGENCE AGAINST THE BALLET GUILD, and give up any claim I or my child may have to seek damages, whether known or unknown, foreseen or unforeseen, against The Ballet Guild relating to my child's exposure, infection, and/or spread of COVID-19 while my child participates as a student of the Ballet Guild.

INDEMNIFICATION: Knowing the risks described above, I agree to hold harmless and agree to indemnify The Ballet Guild, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives, successors and assigns of and from all, and all manner of present and future claims, causes of action, liabilities, or loss for injury or death to me or my child, and any injury to any property of mine or my child, whether known or unknown, foreseen or unforeseen, which I or my child may suffer or for which I or my child may be liable to any other, CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE BALLET GUILD or otherwise, caused or alleged to be caused, in whole or in part, relating to my child's exposure, infection, and/or spread of COVID-19 while my child participates as a student of the Ballet Guild.

I further agree that if, despite this indemnification and hold harmless agreement, I, personally, or acting on behalf of my child, or anyone else, makes a claim against The Ballet Guild, and/or and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives, successors and assigns, either personally or on behalf of my child, for any claims, causes of action, liabilities, or loss released and waived herein, including claims, causes of action liabilities or losses CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE BALLET GUILD, I WILL INDEMNIFY AND HOLD HARMLESS The Ballet Guild, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives, successors and assigns FROM ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS LIABILITY, DAMAGE OR COST THE BALLET GUILD MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

CHOICE OF LAW: I understand and agree that the law of the State of Pennsylvania will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS LIABILITY WAIVER AND RELEASE AND FREELY AND KNOWINGLY ASSUME THE RISK, RELEASE AND WAIVE MY RIGHTS AND MY CHILD'S RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

(THIS RELEASE MUST BE SIGNED BY BOTH PARENTS OR ALL LEGAL GUARDIANS)

DATE: _____

Parent or Guardian signature, Personally

Parent or Guardian Printed Name

DATE: _____

Parent or Guardian signature, Personally

Parent or Guardian Printed Name

DATE: _____

Parent or Guardian signature, on behalf
of Minor Child

Parent or Guardian Printed Name

DATE: _____

Parent or Guardian signature, on behalf
of Minor Child

Parent or Guardian Printed Name