

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. Jeanette Airen Performing Arts Studio, LLC has put in place preventative measures to reduce the spread of COVID-19; however, Jeanette Airen Performing Arts Studio, LLC cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

_____ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Jeanette Airen Performing Arts Studio, LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Jeanette Airen Performing Arts Studio, LLC employees, contractors, volunteers, and program participants and their families.

_____ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Jeanette Airen Performing Arts Studio, LLC. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Jeanette Airen Performing Arts Studio, LLC, its employees, contractors, agents, and representatives, 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 Jeanette Airen Performing Arts Studio, LLC, its employees, contractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Jeanette Airen Performing Arts Studio, LLC.

_____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition that could interfere with my safety in this activity, or else I am willing to assume –and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

_____ INITIALS In the event that I file a lawsuit, I agree to do so in the state where Jeanette Airen Performing Arts Studio, LLC is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

_____ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

_____ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release. I have read and understood this document and I agree to be bound by its terms.

_____ INITIALS If I have signed a separate general waiver of liability connected to my participation at Jeanette Airen Performing Arts Studio, LLC, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

_____ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation at Jeanette Airen Performing Arts Studio, LLC.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor’s names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent/Guardian Signature _____

Print Name _____ Date _____