



## **AGREEMENT, RELEASE FROM LIABILITY, WAIVER OF CLAIMS & ASSUMPTION OF RISK**

I agree to pay all participation fees. I, on behalf of myself, my heirs, executors, agents, assigns, and representatives, hereby indemnify, release and forever hold harmless Controla Dance LLC, as well as its directors, employees and instructors, from any and all claims of liability arising from any accident, personal injury, death, or property loss or damage sustained by my child/myself/the minor child for whom I am a legal guardian, while that person is participating in activities connected with Controla Dance LLC., including classes, rehearsals, performances, or other activities. I understand that dance activities have inherent risks of injury, and, being fully aware of all risk, I consent to have my child/myself/the minor child for whom I am a legal guardian, participate in the programs and activities offered by Controla Dance LLC, and I accept full responsibility for providing adequate health and accident insurance coverage for the protection of all of the following who participate in these programs/activities: my child/myself/the minor child for whom I am a legal guardian.

By signing this statement, I declare that the aforesaid participant is in good health, with no physical conditions that might prevent his/her/my participation in strenuous and vigorous dance activities and other training and performance connected with the creative and performing arts.

Further, I understand and acknowledge that because of the physical nature of DANCE, there may be physical contact between directors, employees, staff, company members, instructors and students during rehearsals, shows, workshops, productions, and especially during dance instruction. I understand that at times for proper instruction and safety, physical contact is required and necessary.

I have carefully read this Agreement, Waiver, Release, & Assumption of Risk and fully understand its contents. I understand that this is an assumption of risk and release of liability, and I sign it of my own free will. I also authorize Controla Dance LLC, to use photos and videos of my child/myself/the minor child for whom I am a legal guardian for promotional purposes. If I am signing this in my capacity as the legal guardian of a minor child, I authorize Controla Dance LLC, to use photos and videos of the minor child for promotional purposes.

### **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. 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.

Controla Dance LLC has put in place preventative measures to reduce the spread of COVID-19; however, Controla Dance LLC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Academy could increase your risk and your child(ren)'s risk of contracting 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 by attending Controla Dance Academy 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 the Academy may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Controla Dance Academy 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 my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my self or child(ren's) participation in Academy programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless to Control Dance LLC, its employees, 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 Academy, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Academy program.

**Fitness Works Guest Liability Waiver**

I understand as a guest here at Fitness Works Philadelphia, I am subject to all the terms and conditions contained in rules posted in the gym. I understand that when I use any of Fitness Works Philadelphia's facilities or engage in any activity at the club, I do so at my own risk.

IN CONSIDERATION FOR YOUR ACCEPTANCE OF ME AS A GUEST, I VOLUNTARILY AGREE TO WAIVE ANY AND ALL CLAIMS WHICH I MAY HAVE AGAINST FITNESS WORKS PHILADELPHIA AND THEIR RESPECTIVE OWNERS, EMPLOYEES, STAFF AND AGENTS FOR ANY PROPERTY LOSS OR DAMAGE, PHYSICAL INJURY OR OTHER LOSS WHICH OCCURS WHILE I AM AT OR NEAR THE CLUB. I FURTHER AGREE TO INDEMNIFY AND RELEASE FITNESS WORKS PHILADELPHIA AND THEIR RESPECTIVE OWNERS, EMPLOYEES, STAFF AND AGENTS FROM SUCH DAMAGE OR LOSS. THE CLUB STRONGLY ENCOURAGES NEW AND REJOINING GUESTS AND VISITORS TO OBTAIN A PHYSICAL EXAMINATION FROM A DOCTOR BEFORE USING ANY EXERCISE EQUIPMENT OR PARTICIPATING IN ANY ACTIVITIES HERE AT THE CLUB. THE CLUB DOES NOT WARRANT THE QUALITY, TIMELINESS, OR RESULTS OF ANY EMERGENCY MEDICAL CARE.

THE VIOLATION OF ANY CLUB RULES BY ANY GUEST OR VISITOR CAN RESULT IN THE IMMEDIATE TERMINATION OF MY RIGHT TO UTILIZE OR BE PRESENT IN THE CLUB AND THE SPONSOR'S MEMBERSHIP WILL ALSO BE TERMINATED WITHOUT REFUND OF MEMBERSHIP OR GUEST FEES.

I fully understand the conditions stated in the above three waivers, accept and will abide by all the requirements listed in this agreement. I have read the agreement in its entirety and all information I have supplied is accurate.

Signature of Parent/Guardian Date

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Print Name of Parent/Guardian Name of Academy Participant(s)

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