

## **COVID-19 ASSUMPTION OF RISK AND RELEASE LIABILITY**

Effective Upon Execution

Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. In response, PDM Productions, Inc. has established health and safety policies and protocols to try to minimize the spread of COVID-19. PDM Productions, Inc. has also established screening procedures for employees and dancers, which must be followed each time an individual enters the studio building.

PDM Productions Inc. Inc is committed to providing a safe and healthy environment for its employees, dancers, and other guests. As a result, PDM Productions Inc has implemented the foregoing policies and procedures, which are subject to change based on government guidance. Although preventive measures are in place and will be adhered to, given the novel nature of COVID-19 and the rapid pace at which it spreads, PDM Productions Inc. cannot guarantee that you, your child (the “Dancer”), or your family members will not be exposed to or become infected with coronavirus. By accessing the rehearsal and performance buildings and attending the rehearsals and performances, you may be putting yourself, your child, and others at increased risk for contracting coronavirus.

By signing below, you understand, acknowledge, and agree to the following:

- You assume the risk that you, your child, or your family members may be exposed to or become infected with coronavirus and that such exposure and/or infection may result in death; personal injury; illness, causing mild symptoms such as, fever or body aches, or more severe complications, such as pneumonia or organ failure; or permanent disability; and
- You understand that the risk of exposure to or infection with coronavirus may result from the acts, omissions, or negligence of PDM Productions Inc., Prestige Dance Studio, or Manchester High School or others, including but not limited to, the faculty, staff, volunteers, guests of PDM Productions, Inc, and program participants and their families; and
- You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, your child, or your family members (including, but not limited to, personal injury, disability or death), or any illness, damage, loss, claim, liability or expense (including medical bills, attorneys’ fees and court costs), of any kind, that you, your child, or your family members may experience or incur in connection with your child’s access to Prestige Dance Studio or Manchester High School buildings used by PDM Productions, Inc. or his/her participation in the Program provided by PDM Productions, Inc. (collectively, “Claims”); and
- Student and his/her assignees, heirs, parents, guardians, and legal representatives hereby release, covenant not to sue, discharge and hold harmless PDM Productions, Inc., and its officers, directors, employees, faculty, staff, students, agents, representatives, affiliates, successors, and assigns (collectively “Releasees”) of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to the Student’s or the Student’s family members’ or guardians’ access to Prestige Dance Studio or Manchester High School buildings or participation in the Program provided by PDM Productions, Inc., whether arising out of the negligent acts or omissions of any Releasee or

otherwise, and whether any coronavirus infection or exposure occurs before, during or after access to the Prestige Dance Studio or Manchester High School buildings or participation in the Program provided by PDM Productions, Inc.;

- If our state issues a lockdown and stay-at-home orders in response to Covid between October 16th thru 31st, 50% of the Participation Fee will be refunded. If a lockdown is issued between November 6th thru 14th, 25% will be refunded. Afterwards, zero will be refunded.
- You understand that by signing this release, you are voluntarily waiving any and all Claims, known and unknown, including those Claims that may be unknown to you, or which you do not suspect to exist at this time.
- If any provision of this release is held to be unenforceable by a court of competent jurisdiction, then (a) this release shall be deemed to be amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the release, valid and enforceable, or, alternatively (b) the invalidity or unenforceability of any provision of this release shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this release. Releasees are third-party beneficiaries to this release and shall have the right to enforce it to the full extent permitted by law.

**• YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW ITS TERMS WITH YOUR LEGAL COUNSEL, AND YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF YOUR OR YOUR CHILD’S ACCESS TO THE PRESTIGE DANCE STUDIO OR MANCHESTER HIGH SCHOOL BUILDINGS OR PARTICIPATION IN THE PROGRAM PROVIDED BY PDM PRODUCTIONS, INC.**

By signing below, you understand, acknowledge, and agree to the foregoing release and all of its terms:

Student(s) Name(s): \_\_\_\_\_

Parents Names (Printed): \_\_\_\_\_

Parents Signatures: \_\_\_\_\_

Volunteer Name(s) (other than parents) (Printed): \_\_\_\_\_

Volunteer Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_