

**RELEASE, WAIVER, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT-COVID-19**

On March 11, 2020, the World Health Organization declared the Coronavirus Disease 2019 (COVID-19) to be a global pandemic and, on March 13, 2020, the President of the United States declared a national emergency with respect to this dangerous virus. On March 12, 2020, the Governor of the State of Nevada declared that a public health emergency existed throughout the State of Nevada because of COVID-19. To reduce and slow the spread of COVID-19, the Centers for Disease Control and Prevention and the Nevada Department of Health and Human Services, Division of Public and Behavioral Health (DPBH) and the Governor of Nevada recommended implementation of mitigation strategies regarding this virus including limitations on large gatherings and social distancing measures.

Captivation Dance Affiliates has put in place preventative measures to reduce the spread of COVID-19; however, Captivation Dance Affiliates **cannot guarantee** that you, your child and/or your family will not become infected with COVID-19. Further, **attending classes at Captivation Dance Affiliates could increase** your risk, your child and your family's risk of contracting COVID-19.

I, the undersigned, acknowledge and affirm for myself, personally, and/or as the parent and/or legal guardian of the child that is, or may be less than, 18 years of age, (all parties hereinafter referred to jointly as "We") acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child, my family and I may be exposed to or infected by COVID-19 by attending Captivation Dance Affiliates and that such exposure or infection may result in bodily injury, illness, disability and/or death. I understand that the risk of being exposed to or infected by COVID-19 at Captivation Dance Affiliates may result from the actions, omissions or negligence of myself and others, including, but not limited to, Captivation Dance Affiliates.

THIS IS A RELEASE. PLEASE READ BEFORE SIGNING.

In consideration for Captivation Dance Affiliates permitting my child and me (the undersigned) to participate with Captivation Dance Affiliates, we agree to unconditionally and absolutely **RELEASE, WAIVE, INDEMNIFY, HOLD HARMLESS AND DISCHARGE** Captivation Dance Affiliates, its owners, partners, operators, officers, employees, agents, representatives, teachers, students, successors, assigns, and volunteers ("Released Parties") from any and all responsibility owed to the undersigned, my child, legal representative, heirs and assigns ("Releasing Parties") for any and all claims, expenses, damages (including injury to person or death), actions, and causes of action of whatsoever kind or nature related to COVID-19, **whether caused by negligence of the Released Parties**, arising out of the undersigned and undersigned's child and/or children's participation with Captivation Dance Affiliates. We also agree to indemnify the Released Parties against any and all claims, expenses, damages (including injury to person or death), actions and causes of action including, but not limited to, attorney's fees and litigation expenses, of whatsoever kind or nature, brought by and/or incurred by the undersigned and/or by the undersigned's child and/or children, **whether caused by negligence of the Released Parties** arising out of the undersigned and undersigned's child and/or children's participation with Captivation Dance Affiliates.

The undersigned assumes full responsibility for the risk of bodily injury and death, whether due to the negligence of the Released Parties or otherwise. The undersigned voluntarily accepts those risks. We understand that this Release includes all claims based on actions, omissions, or negligence of Captivation Dance Affiliates, whether a COVID-19 infection occurs before, during or after participation with Captivation Dance Affiliates. We understand that it is our sole and exclusive responsibility to purchase health insurance and agree to be liable for and pay all costs and expenses incurred with any medical and/or hospital services rendered to the undersigned, my child and/or children and/or family as a result of any activities associated with Captivation Dance Affiliates.

The undersigned acknowledges that this Release, Waiver, Assumption of Risk and Indemnification Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion of this Agreement is held to be invalid, it is agreed that the balance of the Agreement shall; notwithstanding, continue in full legal force and effect.

The undersigned acknowledges that he/she has carefully read the above Agreement and knows and understands its contents, knows and understands that by signing this Agreement, he/she voluntarily gives up substantial rights and assumes the risk of injury and/or death for the minor child and/or children and signs this Agreement as his/her own free act.

DATE: _____

Dancer's Name

Parent/Guardian Signature

Parent/Guardian Printed Name