

### DANCE & COMPANY – TRIAL CLASS AGREEMENT

#### Coronavirus/Covid 19

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”). 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 individuals. Dance & Company is complying with all local, state, and federal rules and guidelines with respect to Covid-19 preventative measures. However, Dance & Company cannot guarantee that you (or your child) will not become infected with Covid-

19. Further, participating in Activities could increase your (or your child’s) risk of contracting Covid-19.

I ACKNOWLEDGE THE CONTAGIOUS NATURE OF COVID-19 AND VOLUNTARILY ASSUME THE RISK THAT I (OR MY CHILD) MAY BE EXPOSED TO OR INFECTED BY COVID-19 BY PARTICIPATING IN DANCE & COMPANY’S DANCE/FITNESS PROGRAM 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 BY PARTICIPATING IN DANCE & COMPANY’S DANCE/FITNESS PROGRAM MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF MYSELF AND OTHERS, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, OWNERS, AGENTS, OR INSURERS.

#### Photography/Videography

I understand that Dance & Company has the right to take photos or videos of me (my child) during class, outside related events, or during our Production and post them to our social media accounts, blog and website, as well as for advertising purposes inside and outside of the studio premise. The photos will only be of appropriate nature, related to dance or dance activities.

**Dance & Company reserves the right to cancel**, combine or reschedule classes due to government mandates, weather, last minute teacher absence or for any other reason deemed necessary. Dance & Company reserves the right to host classes online via Zoom for the same reasons listed above.

**Potty Breaks** - All parents/guardians of our younger dancers understand that: For those who need assistance in the restroom with clothing or otherwise, if a parent isn’t present or easily accessible, Dance & Company staff will assist with potty breaks as needed. We will take the lead from your dancer(s) as to how much assistance is required.

Furthermore, I understand that while participating in Dance & Company’s dance/fitness program Dance & Company employees may need to occasionally physically correct me (or my child) to show proper placement in an exercise/movement which will ultimately help prevent injuries.

I AM AWARE AND UNDERSTAND THAT I (OR MY CHILD) WILL BE PARTICIPATING IN A DANCE/FITNESS PROGRAM WITH DANCE & COMPANY THAT WILL REQUIRE SOME PHYSICAL EXERTION. ALTHOUGH THE MOST COMMON INJURIES OR SYMPTOMS ASSOCIATED WITH EXERCISE INVOLVE SPRAINS, STRAINS, DIZZINESS, FAINTING, AND/OR DISCOMFORT IN BREATH, I RECOGNIZE THAT THERE IS A RISK OF SERIOUS INJURY ASSOCIATED WITH ANY DANCE/FITNESS PROGRAM. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF DANCE & COMPANY. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF DANCE & COMPANY, OR OTHERWISE.

I understand that by acknowledging this statement, I (or my child) am agreeing not to hold Dance & Company or any of its employees, owners, agents or insurers responsible for bodily injury that they may suffer as a result of participation in a dance/fitness program through Dance & Company.