

Van Der Zwaan Dance Studio]
WAIVER OF LIABILITY/INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to utilize the services and programs of Van Der Zwaan dance Studio and/or for my children listed below to so participate for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation of any off-site program affiliated with Van Der Zwaan Dance Studio. The undersigned, on behalf of himself, herself, and such participating and non-participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents the he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including cases in California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Controls and Prevention (CDC), the California Department of Health, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating and non-participating children shall visit or utilize the facilities, services and programs provided by Van Der Zwaan Dance Studio (other than exclusively online services, classes and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) Exposure to any person returning from highly impacted areas subject to CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list at (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services and programs of [Van Der Zwaan Dance Studio] on a daily basis if necessary.

The undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating and non-participating children shall visit or utilize the facilities, services, and programs of Van Der Zwaan Dance Studio if he or she (i) experiences any symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify [Van Der Zwaan Dance Studio] immediately of he/she believes that any of the foregoing access/use restrictions apply.

Van Der Zwaan Dance Studio has taken certain steps to implement recommended guidance and protocols issues by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that Van Der Zwaan dance Studio may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Van Der Zwaan dance Studio’s revised procedures prior to utilizing the facilities, services and programs of Van Der Zwaan Dance Studio. The

undersigned further acknowledges and agrees that, due to the nature of the facilities, services and programs offered by Van Der Zwaan dance Studio, social distancing of 6 feet apart per person among children and their caregivers in a childcare setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services and programs of Van Der Zwaan dance Studio and acknowledges that use thereof by the undersigned and/or such participating and non-participating children may, despite Van Der Zwaan Dance Studio's reasonable efforts to mitigate such dangers, result in the exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER Van Der Zwaan Dance Studio FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR THE USE OF THE FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH, Van Der Zwaan Dance Studio THE UNDERSIGNED HEREBY AGREES THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING AND NON-PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Van Der Zwaan Dance Studio, its owners, directors, officers, teachers, independent contractors, employees, volunteers and agents from all liability to the undersigned or such participating and non-participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating and non-participating children for any loss or damage, and any claim or demands on account of property damage or any injury to, or an illness, or the death of the undersigned or such participating children, non-participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating and non-participating children) whether caused by the negligence, inactive or passive, of Van Der Zwaan Dance Studio. The undersigned expressly and knowingly waives all rights under [California] *Statute 604.055 subdivisions 1-2, which provides: "Subdivision 1. Certain agreements are void and unenforceable. An agreement between parties for a consumer service, including a recreational activity, that purports to release, limit, or waive the liability of one party for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence is against public policy and void and unenforceable. The agreement, or portion thereof, is severable from a release, limitation or waiver of liability for damage, injuries, or death resulting from conduct that constitutes ordinary negligence or for risks that are inherent in a particular activity. Subd. 2 Party or parties. For the purposes of this section, "party" or "parties" includes a person, agent, servant, or employee of that party or parties, and includes a minor or another who is authorized to sign or accept the agreement on behalf of the minor."*

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Van Der Zwaan Dance Studio, its owners, directors, officers, teachers, independent contractors, employees, volunteers and agents and each of them, from any loss, liability, damages, or costs that may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating or non-participating children are in, upon, or about the premises of Van Der Zwaan Dance Studio. The undersigned understands and agrees that [Van Der Zwaan Dance Studio] or any facilities or equipment therein or participating in any program affiliated with Van Der Zwaan Dance Studio. The undersigned understands and agrees that Van Der Zwaan Dance Studio is not required to provide insurance to cover undersigned or such

participating and non-participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or facilities or equipment therein or participating in any program affiliated with Van Der Zwaan Dance Studio.

The undersigned agrees and acknowledges that the use of Van Der Zwaan Dance Studio's facilities, services, and participation in Van Der Zwaan Dance Studio's programs may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or any such participating and non-participating children due to negligence, active or passive, or otherwise while in, about or on the premises of Van Der Zwaan Dance Studio and/or while using the facilities or equipment thereon or participating in any program affiliated with Van Der Zwaan Dance Studio. The undersigned acknowledges that any illness or injuries that the undersigned or such participating and non-participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees' and waive and claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, and INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by laws of the State of California, and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM Van Der Zwaan dance Studio], LLC IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT Van Der Zwaan dance Studio FACILITY OR PROGRAM, AND ANY INJURY, ILLNESS, DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF ANY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO Van Der Zwaan Dance Studio THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S)

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement and agree to its terms:

Parent/Guardians Name: _____

Student's Name: _____

Date: _____