

Adair Dance Student Waiver

I understand that students may be photographed, videotaped, and audio-recorded during his/her attendance at Adair Dance Academy, Inc. These items may appear on the studio website, in photo display cases and for other related promotions.

NOTE: if you wish to opt out, click accept, and immediately send an email to adairdance@gmail.com stating you wish to opt out of photographs.

On behalf of the child listed, I (parent or guardian) and each of their heirs, legal representatives, successors and anyone else who may act on their behalf, knowingly and intentionally waive and release, indemnify and hold harmless Adair Dance Academy, Inc. (ADA), City of Omaha, facilities and organizations that hold ADA events and classes, and any of their officers, agents, servants, employees, contractors, assigns from and against any and all claims, actions, damages, liability, costs, and expenses, in connection with any loss of life, any injury or damage to person or property or any other type of injury or damage (including reasonable attorney's fees of any kind or nature whatsoever, whether foreseen or unforeseen, arising directly or indirectly out of or resulting from participation at ADA, including without limitation, any damage to their property, or any injury or death to them), regardless of whether any such loss, liability, claim or damage results from the sole, contributory, partial, joint, comparative or concurrent negligence of ADA, the facility or organization or any of their officers, agents, servants, employees, contractors, assigns, or any other person participating under the express or implied invitation of ADA.

I (parent or guardian) hereby accepts the terms of this release and waiver of Liability and Indemnity Agreement.

I have read the above releases and also will abide to all ADA policies. Enrollment assumes full payment of all 9 installments of tuition regardless of voluntary withdrawal or absences for the September through May dance season or if applicable, summer workshops, classes, and all non-season camps. A doctor's note may be required in the event of extended medical leave. Cases will be reviewed on individual bases, and are at the discretion of the administration.

Electronic Signature Agreement. By selecting the "I Accept" checkbox, I am signing this agreement electronically. I agree this electronic signature is the legal equivalent of my manual signature on this agreement.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Adair Dance Academy Coronavirus Liability Waiver and Release

In consideration of my child's ("Student's") participation in dance classes, rehearsals, events, productions to be provided by video or in person by Adair Dance Academy, Ever After Productions, and all spaces used by these entities, the undersigned acknowledges and agrees as follows:

Participant is in good physical condition and does not suffer from any disability or illness, including but not limited to COVID-19, that would prevent or limit participation in any classes or events

I fully understand the physical demands involved and the risk of injury associated with such activities, including without limitation serious physical injury, illness and/or death.

The risk of having contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that the undersigned, participant or a member of participant's household could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF ANY RELEASEES (as defined below) or others, and assume full responsibility for Dancer's/Participants participation in dance classes.

When PARTICIPATING, online or IN-PERSON, Student will comply with all stated and customary terms and conditions for participation in such activities, including, without limitation:

- o Student, or any member of Student's household, must not have been diagnosed with COVID-19 within the last 30 days;
- o Student must not have experienced symptoms of fever, fatigue, difficulty in breathing or dry cough, or have exhibited any other symptoms relating to COVID-19 within the last 14 days; and
- o Student, and any member of Student's household, must not have been in physical contact with a person diagnosed with COVID-19.

I, for the Participant, myself, my spouse/partner, and all others in my care, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Adair Dance Academy, Ever After Productions, its managers, members, employees and agents, and other students, participants, volunteers and parents (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASEES OR OTHERWISE.

I, FOR the Participant, MYSELF, MY SPOUSE/PARTNER AND ALL OTHERS IN MY CARE, HAVE READ THIS LIABILITY WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF, AND/OR ON BEHALF OF THE STUDENT(S) NAMED BELOW, AND I enrolling and/or participating, I understand that IT done FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.