

COVID-19 Release Form 8/23/2020

Linda D'Amico's Academy of Dance

I acknowledge that the novel coronavirus ("COVID-19") is a global pandemic and that infections have been confirmed throughout the United States and Internationally. I further understand and acknowledge that the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. Further, the state of New Jersey, declared a State of Emergency because of COVID-19.

I understand and acknowledge that the Business Linda D'Amico's Academy of Dance (LDAD) cannot guarantee my safety or immunity from infection. There is no vaccination for COVID-19. The mode by which COVID-19 is transmitted or how long it remains on surfaces or in the air is not entirely known. I fully understand, acknowledge, and appreciate these facts and the uncertainty of the virus and how it may impact my health. I knowingly and voluntarily assume all risks associated directly or indirectly with participating in any activity at the LDAD, including classes, traveling to and from the LDAD, entering and exiting the LDAD's, using equipment, using facilities within LDAD's, including restrooms (collectively, the "Voluntary Activity"). With this understanding, I knowingly and voluntarily waive and release LDAD, and/or their respective directors, officers, employees, future claims of any type, including for any harm or loss, economic loss, personal injury, disease, death and property damage suffered by me. I agree to indemnify and hold harmless, and covenant not to sue, the Releases for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, and/or other loss, including arising out of or related, whether directly or indirectly, to any Voluntary Activity.

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and am not experiencing shortness of breath. If I develop any of these symptoms, or if I have a suspected or diagnosed case of COVID-19, I agree that I will not attend or participate in any class at LDAD, or otherwise enter or be physically present at LDAD.
2. I agree to follow any and all safety protocols that have been or will be implemented by LDAD, including those that are posted at LDAD and those that are sent to me electronically including by text message, SMS and/or email, as well as those posted on the website for LDAD. I acknowledge that LDAD may change these protocols at any time and I agree to abide by any and all such changes.
3. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.
4. I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
5. I am and will continue to follow recommended guidelines as much as possible, including practicing social distancing, trying to maintain separation of six feet from others and otherwise limiting my exposure to COVID-19
6. I agree to notify LDAD immediately if I believe that I am experiencing any symptoms of COVID-19 and/or if I have a suspected or diagnosed case of COVID-19

7. I understand that I am required to quarantine for 14 days after returning from an advisory listed state and will get tested before entering LDAD.

I fully understand and appreciate both the known and potential dangers of using LDAD, its facilities, equipment, services and program and acknowledge that the use thereof by me may, despite LDAD's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I agree and acknowledge that use of LDAD and its facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness and injury, death and/or property damage. I HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY DEATH OR PROPERTY DAMAGE to me, including due to negligence, active or passive, or otherwise while in, about or upon the premises of LDAD and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated. I acknowledge that any illness or injuries that I contract or sustain may be compounded by negligent first aid or emergency response of the Releases and I waive any claim in respect thereof.

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 OF FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OF INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE 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 THE RELEASES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGES, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY OUTLET OR PROGRAM AND ALL ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS AND IS BINDING ON ME, MY HEIRS, FAMILY, ESTATE, REPRESENTATIVES AND ASSIGN.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OR LIABILITY AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

By:

Print name:

Date: