

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. 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 people.

Berkshire Dance Theatre from here on known as BDT, has put in place preventative measures to reduce the spread of COVID-19; however, BDT cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending BDT could increase your risk and your child(ren)'s risk of contracting COVID- 19.

Please feel free to consult with your lawyer regarding this document which may affect your legal rights.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Berkshire Dance Theatre 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 at the studio may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BDT employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself, including, (but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at BDT classes or participation in BDT programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Berkshire Dance Theatre, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of BDT, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BDT program.

Signature of Parent/Guardian _____

Printed name of Parent/Guardian _____

Participant(s) name(s)

1. _____ 2. _____ 3. _____

I understand and agree to all the new COVID-19 related rules and protocols administered by Berkshire Dance Theatre. I understand if my child is sick they will not come to class, and must have a doctor's note clearing them from COVID-19 before they can participate, or stay out of dance for at least 14 days symptom-free, whichever comes first. I understand my child will stay home from dance if someone in my immediate household contracts the virus, and must have a doctor's note clearing them from COVID-19 before they can participate, or stay out of dance for at least 14 days symptom-free, whichever comes first. I understand I am willingly and voluntarily allowing my child to participate in an activity where they are around other people, thus increasing their risk of contraction. I understand the risk associated with allowing my child to participate in dance classes regarding COVID-19. However, while I also understand Berkshire Dance Theatre will do whatever it can to prevent the spread of the disease, Berkshire Dance Theatre cannot be held responsible should any child, parent or guardian contract COVID-19 while utilizing Berkshire Dance Theatre services and premises. I hereby release and discharge Berkshire Dance Theatre and any of its owners, directors, officers and employees from any liability whatsoever which may arise as a result of the student participating in events sponsored by Berkshire Dance Theatre I understand my account on file will be charged for each month of dance upon returning to class, whether my child is participating live, or via Zoom.

Signature of Parent/Guardian _____

Printed name of Parent/Guardian _____

Participant(s) name(s)

1. _____ 2. _____ 3. _____