

# Covid 19 Liability for Adult Students

Ballet Divertimento Waiver, Release and Indemnification of All Claims, and Assumption of Risks

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this Agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however so caused arising out of your participation in Program of or at Ballet Divertimento École et Centre Chorégraphique of Montreal, now or any time in the future. This Agreement is signed by the undersigned in his or her individual capacity. Ballet Divertimento and the undersigned acknowledge that the Coronavirus/COVID-19 pandemic is unprecedented. Ballet Divertimento are following the most current guidelines issued by Federal, Provincial and local authorities and require everyone participating in the Program(s) and/or using the facilities of Ballet Divertimento to be respectful of others by complying to ensure the general safety and wellbeing of all. We are all in this together and we appreciate your commitment to your holistic health and that of the community.

Acknowledgment of Risk: I hereby acknowledge and agree that entering the Ballet Divertimento studios, participating in any activities at or of the Ballet Divertimento or using the facilities of Ballet Divertimento as a visitor or student comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in the Program(s), including but in no way limited to: (1) slips, trips, and falls, (2) bodily injuries, (3) athletic/dance injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in the Program(s) and that said list in no way limits the operation of this Agreement. Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus/COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and provincial authorities recommend social distancing as a means to prevent the spread of the virus.

Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Program held at or by Ballet Divertimento, or accessing Ballet Divertimento facilities could increase the risk of contracting Coronavirus/COVID-19. Ballet Divertimento in no way warrants that Coronavirus/COVID-19 infection will not occur through participation in Program held at or Ballet Divertimento, or accessing Ballet Divertimento facilities.

Waiver, Release, Indemnification & Covenant Not to Sue: In consideration of being allowed to participate in the Program, I on behalf of ourselves and our respective

heirs, representatives, executors, administrators, and assigns, agree and HEREBY DO RELEASE Ballet Divertimento, and their respective officers, directors, members, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and my respective heirs, representatives, executors, administrators and assigns may have, now or in the future, against Ballet Divertimento on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Ballet Divertimento facilities/equipment or participation in the Program whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. \*

☐ I agree to all of the above

In consideration of being allowed to participate in the Program(s), I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the participation in the Program(s). I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation in the Program and that I am VOLUNTARILY ASSUMING SAID RISKS. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage or death, I sustain while participating in the Program and that by signing this Agreement I HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that I am in good health and have no conditions or impairments which would preclude my safe participation in the Program. I further certify that I understand that due to the risks and uncertainties of Coronavirus / COVID-19 that some parts or all of the Program may be cancelled, postponed or otherwise altered due to the threat of infection or actual infection, other causes or governmental laws, regulations or orders. I further certify that I am at least 18 years old, and therefore of lawful age and otherwise legally competent to sign this Agreement, I further understand that the terms of this Agreement are legally binding, and certify that I am signing this Agreement after having carefully read and understanding it.

☐ I agree to all of the above

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Montreal \_\_\_\_\_

Date