

## Waiver and Release of Liability

### Midwest Dance Theatre, LLC

I choose to participate in classes, performances, workshops, and other activities at Midwest Dance Theatre, LLC of my own free will and certify that I am in proper physical condition to take part in such activities.

If I have questions about whether an activity is suitable for me to pursue, I will consult my health care provider in making that decision. If I have any known physical vulnerabilities, conditions, or injuries, I agree to discuss them with the director before participating.

#### **Release**

By signing this document, I release Midwest Dance Theatre, LLC and their directors, owners, students, teachers, staff, employees, volunteers, associates from any liability or claim that I or my representatives may have against Midwest Dance Theatre, LLC with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from my participation with Midwest Dance Theatre, LLC.

I voluntarily release and forever discharge and hold harmless Midwest Dance Theatre, LLC from any and all claims or demands for damages, loss of services, costs and expenses, injuries, attorney fees, and any other call for reparation from any and all injury to me or my property arising in any way from my participation in dance classes, camps, intensives, workshops, performances, troupes, the use of Midwest Dance Theatre, LLC equipment or facilities, and any activities associated with Midwest Dance Theatre, LLC.

#### **Risks**

I understand that there are risks of physical injury associated with, arising out of, and inherent to dancing. These risks include the potential for slips and falls, sprains, strains, dislocations, soft tissue injuries, musculoskeletal injuries, podiatric conditions, and other risks not specified here.

Understanding these risks and the potential for others not listed, I agree to personally accept and assume all of the risks present in my participation with Midwest Dance Theatre, LLC. My participation with Midwest Dance Theatre, LLC is entirely voluntary, and I choose to participate in spite of the risks.

Dance education sometimes requires hands-on instruction as well as verbal instruction. Instructors may correct dancers by touching their arms, legs, feet, hips, back and head to move them in the correct position. I acknowledge that this is a common standard in dance instruction and understand that it is my responsibility to communicate clearly with my teacher and/or the director if any form of touch is unacceptable to me.

#### **Medical Treatment and Insurance**

I understand that Midwest Dance Theatre, LLC does not assume any responsibility for or obligation to provide financial or other assistance in the event of injury or illness, including but not limited to medical, health, or disability insurance or support.

I authorize Midwest Dance Theatre, LLC to obtain necessary medical or dental treatment, including first aid, ambulance transport, hospitalization, or such other care necessary for my health and welfare in an emergency. If my insurance does not cover emergency treatment that is deemed necessary and sought for me by Midwest Dance Theatre, LLC, I agree to be responsible for and pay all costs incurred on my behalf.

I release and discharge Midwest Dance Theatre, LLC from any claim which may arise on account of any first aid, treatment, or service rendered in connection with my participation in Midwest Dance Theatre, LLC activities or with the decision by any representative or agent of Midwest Dance Theatre, LLC to consent to medical or dental treatment on my behalf in an emergency.

I understand that Midwest Dance Theatre, LLC does not carry or maintain health, medical, dental, or disability insurance coverage for any participant. I agree to take responsibility for full payment of any emergency medical or dental costs related to my Midwest Dance Theatre, LLC participation regardless of whether I have insurance coverage.

### **Photographic Release**

I understand that Midwest Dance Theatre, LLC may take photo and video recordings of me during my participation in Midwest Dance Theatre, LLC classes and activities. I convey to Midwest Dance Theatre, LLC full rights and interest in these recordings. I understand such recordings may be used in advertising or other published materials, physical or virtual.

If I do NOT consent to being photographed or video-recorded, I will make sure the director is aware of my concerns and the reasons for them, I will be proactive about avoiding being photographed or recorded, and I will hold Midwest Dance Theatre, LLC harmless if a photo or video recording of me is released despite all precautions. I understand that this choice may limit my participation in performances that are routinely photographed and/or videotaped.

### **Miscellaneous**

While a participant at Midwest Dance Theatre, LLC, I agree to abide by any rules, codes, and policies that are put in place by Midwest Dance Theatre, LLC before or at any time during my participation. If I have questions or concerns regarding any policies or decisions made by any representative of Midwest Dance Theatre, LLC, I agree to bring them promptly and specifically to the director's attention.

### **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.

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

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 Midwest Dance Theatre, LLC 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 Midwest Dance Theatre, LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Midwest Dance Theatre, LLC 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 Midwest Dance Theatre, LLC or participation in programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Midwest Dance Theatre, LLC, 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 Midwest Dance Theatre, LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Midwest Dance Theatre, LLC.

**Signature**

The Release and Waiver of Liability shall be binding on my heirs, successors, and personal representatives. If the participant is a minor, I certify that I have full legal authority to sign this release on their behalf.

Date \_\_\_\_\_

Participant's Signature \_\_\_\_\_

Participant's Name (*Please print*) \_\_\_\_\_

Parent or Guardian Signature (*If Participant is under 18*) \_\_\_\_\_

Parent or Guardian's Name (*Please print*) \_\_\_\_\_

Relationship to Participant \_\_\_\_\_