



COVID-19 Re-Opening Plan & Waiver

We are excited to open Innerlight Dance Center once again as the governor has given the okay for studios in Arizona. As we are continuing to work through the process of getting our facilities ready for your dancers, there are things we can and should do to help each other stay safe. We are taking steps to educate our staff and make sure the studio is safe, healthy, & enjoyable for dancing and having fun together once again. In addition to the steps we are taking as a business, we are requesting your cooperation, and the cooperation of all our members, in complying with the rules & procedures below:

- A. Please do not come to the studio if you have been diagnosed with COVID-19, have been in close proximity to someone who has been diagnosed with COVID-19, or have any of the following symptoms *unusual* to your everyday life: cough, shortness of breath, sore throat, chills, muscle pain, headache, loss of taste/smell, diarrhea, or nausea. Although businesses are now allowed to open, the risks are still very real. Please stay at home and remain in quarantine if you feel any of the above-mentioned symptoms.
- B. Please maintain good hygiene and wash your hands frequently. We will do our best to have hand sanitizer available at the studio for use but please remember to bring some with you.
- C. Please bring your own water bottle & do not share any food/beverages with another dancer. The water fountain at the studio will be closed.
- D. Please abide by any physical distancing rules in place. We ask that you keep a safe and healthy 6-foot distance from other members while dancing. Because of these rules, we reserve the right to limit class sizes due to space restraints. We also reserve the right to dismiss any student(s) who does not follow these distancing rules.
- E. In addition to the 6-foot rule, we are asking parents to please wait in their cars or drop off their kids as to make the waiting room less congested and therefore less risk of infection.
- F. Please confirm & acknowledge good health before coming to the studio. If you are unsure, stay home!
- G. Please familiarize yourself & comply with all CDC guidelines related to the virus and your protection.

These rules are not comprehensive and may be revised by us at any time. Once again, your health & safety while in our studio is extremely important to us. We will expect that you & your dancers abide by the rules & guidelines described above.

As a business we reserve the right to enforce any or all these rules, including as we reasonably determine, denying a student entry into the studio, or requiring that a member leave the studio if we suspect infection.

Please see next page for waiver and liability information.



Disclaimer as to Coronavirus-Related Liabilities

In addition to being unprecedented, the coronavirus pandemic remains a highly fluid situation. While the state has permitted some businesses to reopen, including ours, the risks posed by coronavirus remain. While we have taken steps to keep you and our other members healthy and safe while dancing within our studio, unfortunately, we cannot guarantee that one of our members will not become ill with coronavirus. This being the case, it's important to know that your choice to return to the studio is at your own risk – you assume all risk and liability associated with coronavirus infection. We are asking all members to sign their acknowledgement to a special “coronavirus release” which we will require prior to entering the studio. Of course, we would love seeing all of our members as soon as possible – the time away has been difficult, to be sure – but if you're not comfortable returning to the studio right now, or you're concerned about exposure to the coronavirus, the best practice would be to remain at home.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO CORONAVIRUS / COVID-19 (this “Agreement”)

Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. Coronavirus 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 physical distancing and have, in many places, prohibited the assembly of large groups (usually of 10 or more).

You acknowledge that [studio] has put in place certain “coronavirus rules,” and taken certain preventative measures, to reduce the spread of coronavirus within the facility; however, [studio] cannot guarantee that you, your guests or your family will not be exposed to or become infected with coronavirus. You understand that by accessing the studio, you may be putting you, your guests and/or your family at increased risk for contracting coronavirus. You further acknowledge that individuals with health conditions such as heart disease, cancer or diabetes may be more likely to suffer more severe symptoms as a result of contracting the coronavirus.

By signing below, you (referred to below as “I”) understand, acknowledge and agree to the following statements:

- I assume the risk that I, my guests and/or my child(ren) may be exposed to or become infected with coronavirus and the such exposure and/or infection may result in personal injury; illness, causing mild symptoms such as, fever or body aches, or more severe complications, such as pneumonia or organ failure; permanent disability or death; and
- I understand that the risk of exposure to or infection with coronavirus may result from the acts, omissions, or negligence or myself or others, including but not limited to, the employees, owners and other members of [studio]; and



• I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my guests or my family (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability or expense (including medical bills, attorneys' fees and court costs), or any kind, that I, my guests or my family may experience or incur in connection with my access to the studio or participation in the services provided by [studio] (collectively, "Claims"); and

• I hereby release, covenant not to sue, discharge and hold harmless [studio], its franchisor, and each's employees, agents, owners, representatives, and affiliates (collectively "Releasees"), of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to my access to the studio or participation in the services provided by [studio], whether arising out of the negligent or grossly negligent acts or omissions of any Releasee or otherwise, and whether any coronavirus infection or exposure occurs before, during or after access to the studio or participation in any of the services provided by [studio]; and

• I understand that by signing this release, I am waiving any and all Claims, including those Claims that may be unknown to me, or which I do not suspect to exist at this time.

• I understand and agree that this this Agreement shall be in addition to, and not in lieu of, any other assumption of risk provisions or releases of liability as may be found in my membership agreement, and that such assumption of risk and releases of liability provisions remain fully intact.

• If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court or arbiter declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement. Releasees are third-party beneficiaries to this Agreement and shall have the right to enforce this Agreement as if Releasees were a party hereto.

• I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW ITS TERMS WITH MY LEGAL COUNSEL, AND AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE ACTIVITIES.

Signed Legal Guardian:

Date:

Print Name of Legal Guardian: _____

Students Name: _____