

Special Participation Agreement and Waiver of Liability in relation to Risk of Coronavirus Infection (Covid-19) while at Zdance Movement Inc. Summer Classes, Summer Intensive Workshops & 2020-2021 Dance Season.

Thank you for reading this Agreement carefully. It includes important information about Zdance Movement Inc. summer classes, summer intensive workshops & the 2020-2021 dance season (Sept 2020-June 2021) (hereinafter collectively referred to as 'ZDM') activities and describes certain protection sought by ZDM if you, your child, or another family member becomes ill or suffers some other loss due to infection of the Coronavirus (COVID-19) that may have been caused from being at ZDM or from being exposed by someone else who was at ZDM.

In consideration of the services of ZDM, I, _____ (Parent/Guardian), acknowledge and agree as follows:

Activities:

The activities of ZDM include, but are not limited to, a variety of dance, games, activities, crafts and events that may make it impossible to consistently implement social distancing of at least 2 metres (6 feet) that may be recommended by any known government authorities. Although ZDM will make every effort to implement the guidelines in place by local government authorities and public health, dance is a place where children, teachers, and staff are often in contact and near each other every day. ZDM will be implementing, as per public health guidelines. While equipment will be sanitized daily, and hand washing/sanitizing will be done before and after activities, sharing of equipment within the cohort during an activity will be taking place.

Risks:

ZDM will be taking more health and safety precautions this summer & throughout the 2020-2021 dance season. Prior to the start of classes, the parent/guardian will have to attest to their child(ren)'s good health and that neither the child(ren) nor any member of their immediate household has traveled within 14 days of the start of the child(ren)'s session, that they are not exhibiting symptoms of Covid-19 and that they have not been in contact with anyone who has tested positive for Covid-19. In addition, every day, the parent/guardian will be required to complete a screening questionnaire online for each child attending dance, attesting to the child's good health, that they are not exhibiting symptoms of Covid-19 and that they have not been in contact with anyone who has tested positive for Covid-19. Each staff member will be required to complete an assessment form daily similar to the child assessment form. Other precautions during dance include: encouraging and enforcing more hand washing, more use of hand sanitizers, regular sanitizing of equipment, reduced sharing of arts supplies and toys, more wiping down and disinfecting of doorknobs, washrooms, tables and high use areas with antibacterial wipes and/or spray, etc. Any child or staff that does not feel well for any reason should not attend dance and remain at home. ZDM should be notified if any dancer, teacher, or staff member is exhibiting symptoms of the Coronavirus (Covid- 19) and/or tests positive for the virus. In such a circumstance, ZDM will notify local public health authorities for further guidance and instructions. If any dancer, teacher, or staff member exhibits symptoms of Corona Virus (Covid-19), they must stay home and not attend dance for 14 days unless a negative Covid-19 test result is provided. In this case, classes will be available on Zoom for dancers to participate if they are able to.

Even taking these and other extra precautions, dancers and staff will still be exposed to the risk of contracting the Coronavirus (Covid-19) or possibly some other illness.

ZDM has removed activities that are not permitted under the public health guidelines. The activities though (dancing, crafts and other arts) which are an integral part of the ZDM experience still carry risks and/or the potential for spreading of the Coronavirus (Covid-19). If eliminated, dancers would be deprived of the opportunity for the growth and development which ZDM dancers and parents expect.

Acknowledgement and Assumption of Risks:

I, _____ (Parent/Guardian), have read and understand the ZDM activities and risk of exposure to the Coronavirus (Covid-19). Although we are taking the necessary precautions at dance, the risk of spreading Covid-19 still exists given that both dancers and staff are in contact with other people outside of dance. I acknowledge and accept the risks that my child and/or members of my family in close contact (within 2 meters for more than 15 minutes) may be at risk of getting Coronavirus (Covid-19) with my child being enrolled at ZDM.

AGREEMENTS OF RELEASE AND INDEMNITY: I,

_____ (Parent/Guardian), FOR MYSELF AND ON BEHALF OF MY CHILD(REN), HAVE READ AND UNDERSTAND THE POLICIES SET IN PLACE BY ZDM AND AGREE TO RELEASE AND FOREVER DISCHARGE (AGREEING TO MAKE NO CLAIM, AND NOT TO SUE) AND INDEMNIFY AND HOLD HARMLESS ZDM, AND THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS RELATED TO CONTRACTING THE CORONAVIRUS (COVID-19) OR ANY OTHER ILLNESS AND/OR INJURY AND ANY LOSS, BODILY INJURY, OR DAMAGES ASSOCIATED FROM IT WHICH I, ANY FAMILY MEMBER, OR MY CHILD(REN) MAY SUFFER, ARISING OUT OF OR IN ANY WAY RELATED TO HIM/HER BEING ENROLLED IN ZDM, AND ON OR OFF THE ZDM PREMISES.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I, FOR MYSELF AND FOR MY CHILD(REN) SURRENDER THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY FOR PERSONAL INJURY.

Any dispute between ZDM or another Released Party and me or my child(ren) shall be governed by the laws of Ontario.

If any part of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

I, _____ (Parent/Guardian) have read and accept the terms and conditions of this Agreement, and acknowledge and agree that it shall supersede and replace all other discussions, agreements (whether verbal or written), contracts, representations, promises, negotiations or any other matter. This document can only be changed, modified or amended in writing by both parties. I also agree that this document is effective upon me and my child(ren), and our respective heirs, personal representatives, estates and family members once my child(ren)'s is enrolled in ZDM.