

Dear Friends and Parents:

It's great to be writing to you about dance classes this winter!

We're all in this together as we endeavor to make life as safe and also as enjoyable as possible.

It's a privilege to teach your children. That privilege is a responsibility I have always taken seriously. In today's world we all have more collective responsibility than ever before.

As with our fall session that just wrapped up this winter Bronxville Ballet will be doing a lot to try and ensure everyone's collective safety. We will once again be turning to the CDC guidelines for protocols about teachers or dancers who might be exhibiting symptoms of COVID-19 and also to determine what to do if a teacher, student or someone in a teacher or dancer's home tests positive for COVID-19.

We will be decreasing density and maintaining social distancing during class - staying 6' apart and wearing face coverings—so as to avoid coming into “close contact”.* There will, of course, be lots of focus on hygiene—hand washing and also sterilization of any common use/touch items. And, we will all be staying in close communication as the semester goes on.

It is also up to each of us to constantly give notice if we or anyone we will be coming into contact with show signs of or has tested positive for COVID-19.

So that I can stay well and continue teaching I've asked my husband and son to do more since they are part of my “close contact” environment. They are limiting their exposure to others, wearing face coverings, avoiding any state-to-state travel that would put them at greater risk or would trigger a mandated quarantine. I ask all of you to be mindful of your interactions as well since perhaps at no time before this has each of our behaviour had such a direct impact on others. If any of us is not being socially-distant and wearing a face covering, everyone (and our classes) are at greater risk.

Check out these helpful links:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>

We look forward to seeing you and your dancers this fall. Thank you for your partnership.

Warmly,

Ana

Bronxville Ballet, Inc.

WAIVER AND INDEMNIFICATION — Bronxville Ballet, Inc.

Although every effort is made to create a safe environment, I acknowledge that dancing is an activity which involves inherent risks. I, my child(ren) and those in our home assume the risks of participating in **Bronxville Ballet** and its various forms of instruction in its various locations and forever waive, release, discharge and indemnify **Bronxville Ballet**, Ana R. Dimas, **The Bronxville Women's Club**, any of their employees, independent contractors, volunteers, third parties, and or affiliates of any kind (collectively, “**Bronxville Ballet**”) from all liability for any damage, loss or injury arising out of my child(ren)'s participation in Bronxville Ballet's programming irrespective of location or the form of instruction.

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 large groups of people.

Bronxville Ballet has put in place certain preventative measures to hopefully reduce the spread of COVID-19. However, I understand that **Bronxville Ballet** can in no way guarantee that I, my child(ren) or anyone in my home will not become infected with COVID-19. Further, I understand that attending **Bronxville Ballet**, irrespective of the location or form of instruction, could increase my risk, my child(ren)'s risk and the risk of anyone in my home of contracting COVID-19.

I understand that if my child exhibits any symptoms of COVID-19 or has tested positive for COVID-19 I cannot nor will not bring them to class.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my child(ren) and anyone in my home may be exposed to or infected by COVID-19 by attending **Bronxville Ballet** programming in any location and that such exposure or infection may result in personal injury, illness, permanent disability, and even death. I understand that the risk of becoming exposed to or infected by COVID-19 at **Bronxville Ballet** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, **Bronxville Ballet** and or The Bronxville Women's Club, either of their employees, independent contractors, volunteers, third parties and or affiliates of any kind, and or from program participant, their families or caregivers.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself or anyone in our home (including, but not limited to, personal injury, disability, and even death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) or anyone in our home may experience or incur in connection with my child(ren)'s attendance at **Bronxville Ballet** or participation in **Bronxville Ballet** programming ("Claims") irrespective of the location or form of instruction. On my behalf, on behalf of my child(ren), and anyone in my home I hereby release, covenant not to sue, discharge, and hold harmless **Bronxville Ballet**, any and all of its representative as well as The Bronxville Women's Club, 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 **Bronxville Ballet** and or The Bronxville Women's Club whether a COVID-19 infection occurs before, during, or after participation in any **Bronxville Ballet** program irrespective of its form or location. Despite my agreement to not sue **Bronxville Ballet**, its owner, employee(s), independent contractors, volunteers, or third parties, or, The Bronxville Women's Club, its employees, volunteers or third parties, I understand that should I still initiate a law suit(s) or any similar action(s) against any of those parties I shall be responsible to pay for all of the defendants' costs, necessary disbursements and attorney fees plus loss of time incurred in enforcing and defending this waiver, indemnification and release and recognize that I may be counter-sued for damages resulting from my suit irrespective of its outcome.

But for our 50% virtual refund for classes not held in person, there are no refunds of any kind whatsoever. **Bronxville Ballet** may cancel classes due to government order, the decision of The Bronxville Women's Club, and or based upon the sole and absolute discretion of **Bronxville Ballet**. In any of the preceding instances there shall be no refund of any kind whatsoever.

I have read and understand this waiver, indemnification and release and I fully understand its contents. I further understand that if my child(ren) display(s) any symptoms such as fever, cough, sniffles/runny nose, upset stomach, shortness of breath, or does not feel well they cannot attend class and that there will be no refund(s). In addition, I understand that any child(ren) who arrives for class exhibiting or during class exhibits any of the preceding signs of illness will not be allowed to participate at the sole and absolute discretion of **Bronxville Ballet** and that there will be no refund if a child(ren) is denied participation prior to, during class, or for any required period of quarantine.

I hereby grant **Bronxville Ballet** the right the use, re-use, publish and re-publish photographic portraits or pictures of the child(ren) for the express purpose of marketing, promoting and creating the public image of its dance instruction.

I warrant that I am of full age and have every right to contract for the child(ren) in the above regard. I state further that I have read the above authorization, release, and indemnification agreement, prior to its execution and that I am fully familiar with the contents. This release shall be binding upon me and my heirs, legal representatives and assigns.

Name of Child(ren)

Name of Guardian

Name of Child(ren)

Guardian Signature

Date