

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 reported to be extremely contagious. The virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. There is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Hyde Park School of Dance (“the School” or “HPSD”) has put in place preventative measures to reduce the spread of COVID-19; however, the School cannot guarantee that you or your child(ren) will not become infected with COVID-19 while utilizing Hyde Park School of Dance’s services or studios. Therefore, if you choose to participate in HPSD’s services and/or enter the studio locations of HPSD, you may be exposing yourself/ your child(ren) to and/or increasing your/ their risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK:

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to participate in Hyde Park School of Dance’s services and enter HPSD’s studios and office space. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize HPSD’s services rather than participate in the virtual options.

Authorization to Seek Medical Attention

In the event of an accident or injury, when parent, legal guardian or emergency contact are not available, I give permission to Hyde Park School of Dance to procure medical attention. Should a student begin to display illness during class, they will be directed to their pre-assigned section outside of the studio (but within visual range of the faculty/staff) to wait for the arrival of their parent/guardian. The student will need to refrain from attending classes at HPSD for 14 days.

Hyde Park School of Dance at Home

I understand that all virtual and hybrid classes may be recorded. I further understand all recorded classes where a student image or written name may be in view are used for quality assurance, internal training purposes and make-up classes only.

WAIVER OF LAWSUIT/LIABILITY

I hereby forever release and waive my right to bring suit against Hyde Park School of Dance and its officers, directors, managers, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Hyde Park School of Dance's services or injury that may occur while participating in virtual or in-studio classes.

I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

I understand and agree that the law of the State of Illinois will apply to this waiver.

I have carefully read and fully understand all provisions of this release, and freely and knowingly assume the risk and waive my rights concerning liability as described above.

Print Parent/Guardian Name

Signature Parent/Guardian Name

Date

Dancer(s) Name(s)

HPSD STANDARD WAIVER AGREEMENT

I understand that through my enrollment of (a) minor/s in programming with Hyde Park School of Dance, I certify that I am a legal adult with the authority to agree to the terms outlined in this waiver on behalf of any children I enroll. I understand that by submitting any registration in Hyde Park School of Dance programming for myself or anyone else, I am signifying my agreement with this severable and legally-binding waiver.

Use of Facilities Agreement

Hyde Park School of Dance rents studio space in several multi-use facilities. We ask your assistance in using these facilities responsibly and safely by following these rules:

- Students should arrive no earlier than 15 minutes before the start of their class. Neither the

- School nor the host organizations are responsible for monitoring students outside of the studio.
- The School's use in each building is restricted to the studios and designated waiting areas and washroom facilities. Students and their families should not enter other areas of the buildings. Neither the School or host organizations are responsible for monitoring students outside of the designated areas.
 - Children under 7 years must be accompanied into and out of the studio waiting room areas by no more than one adult or older sibling. Parents, guardians, and older siblings of students age 7 and up will not be permitted past the studio Front Door Checker without pre-arranged special permission.
 - While it is sometimes convenient for parents to pick up children at the curb, we strongly urge you to think about such arrangements and discuss them completely with your child. Neither the School nor host organizations are responsible for children left unattended outside their facilities.
 - We ask our students and families to treat the facilities and host organizations with respect by passing through the buildings quietly. All clothes and bags must be brought into the studios and not left in hallways.

Acknowledgement of Payment Terms & Conditions and Refund Policy

- I understand that registration will not be processed without payment. I understand that submitted registration forms will be reviewed by HPSD staff prior to being processed. I understand that failure to provide required information or valid credit card payment may result in a delay in processing my dancer's registration.
- I understand that should I select the optional payment plan for my dancer's tuition, I am entering into a payment contract, wherein I will be obligated to pay a payment plan processing fee at the time of registration, together with the first tuition installment, and to make subsequent payments of the appropriate amount by the scheduled due dates listed. I understand that I must pay the full amount due even if all classes are not attended, and that failure to fulfill the payment contract will lead to penalties, including late fees, exclusion from performances, revocation of scholarship aid, or dismissal from the School. The School reserves the right to take action to collect any balances due, including turning delinquent accounts over to a collection agency.
- I authorize Hyde Park School of Dance to charge my credit card for all payments indicated via this form, including all forthcoming payment plan installments if I do not elect to pay in full. I understand that students will automatically be placed on a payment plan and charged the \$15 per session processing fee if full payment has not been made by the end of the second week of the session. I further understand that thereafter, if my dancer's tuition is not paid in full and no payment plan is in place, they will not be allowed to attend classes until payments are made.
- I understand and agree to the terms of the refund policy which states that only classes dropped, by written request to admin@hydeparkdance.org, prior to the second occurrence of the class, are eligible for a refund. After the second occurrence of the class **no refunds will be made without a doctor's note**. Refunds issued due to a doctor's note will be assessed a \$15 processing fee. If a student must withdraw from classes after the second class occurrence (absences do not constitute withdrawal), tuition may be credited against future registration if a request is made in writing to admin@hydeparkdance.org. Tuition will not be pro-rated or refunded because of excessive non-medical absences.
- I understand that tuition is non-transferable and may only be used for the student being registered via this form.
- Students may take no more than 2 make-up classes per class each 8-week session and no more than 3 make-up classes per class each 16-week session for pre-excused absences. I certify that I

know I can reference the Student Handbook (available at <http://hydeparkdance.org/studenthandbook>) or the HPSD website (<http://www.hydeparkdance.org/absence>) for details on HPSD's absence make-up policy.

- I understand that Hyde Park School of Dance reserves the right to cancel classes. In the event of class cancellation, HPSD will refund tuition paid for any remaining classes if a mutually agreed-upon alternate class is not available. If a student or an entire class must transition to virtual learning either due to personal circumstances or a shelter-in-place order, **the transition to virtual does not constitute class cancellation.**

Photo Release

- I grant permission to Hyde Park School of Dance to take photographs or video of my child for promotional purposes of the School, including but not limited to use in printed publications such as brochures and newsletters, as well as website or other electronic forms. I understand that there is no opt-out option, and that participation in HPDS's programs is contingent upon my compliance with this release.

Assumption of Risk and Release of Liability

- I permit my child to attend and participate in all Hyde Park School of Dance (HPSD) classes, performances, functions, and other programs. I understand that dance training requires sustained, repetitive, vigorous physical activity. I understand that participants engage in a broad range of movements, including bending, twisting, running, leaping and lifting, which can place extreme demands on the human body, including stress of joints and ligaments from repetitive impact, and that occasional falls, slips and collisions with other participants and objects may occur and may result in injury. I also understand that dance instruction involves kinetic corrections that may include physically touching the student as part of regular class work or rehearsals.
- I understand that, despite precautions, there are inherent risks of serious personal injury involved in these activities. By electronically signing this release form, I acknowledge and assume all risks of participation in HPSD programs, exempting Hyde Park School of Dance and all persons in its employ from liability. I further understand that the Hyde Park School of Dance is not staffed to monitor and supervise the activities of its students at all times. I have read *The Student Handbook* (available at hydeparkdance.org/studenthandbook) and agree to obey the class and facility rules outlined therein, and I take full responsibility for my own behavior and that of my child. I also assume full responsibility for any damage my child and/or I may cause to the facilities utilized by Hyde Park School of Dance.
- I agree to release, indemnify and hold harmless Hyde Park School of Dance, both the organization as a whole, and its teachers, administrators, staff members, Board of Directors, and dancers, from any liability, damages, causes of action, claims, or demands, now and in the future, that may arise as a result of my/my child's participation in HPSD programs. I will not hold Hyde Park School of Dance liable for any personal injury or any property damage caused in whole or in part by HPSD.

Print Parent/Guardian Name

Signature Parent/Guardian Name

Date

Dancer(s) Name(s)