

RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION  
REGARDING SERVICES PROVIDED DURING THE COVID-19 PANDEMIC

I hereby agree on behalf of myself and any minor participant(s) identified below as follows:

I/we knowingly and willingly consent to participate in classes during the COVID-19 Pandemic. I/we hereby choose to accept the risk of contracting COVID-19 in order to utilize services of Ballet Artists of WNY, Inc. doing business as Neglia Ballet (afterwards referred to as “Neglia Ballet”) and enter its premises. These services are of such value to me, that I/we accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Neglia Ballet services and premises in person.

I/we understand the COVID-19 virus has a long incubation period, during which carriers of the virus may not show symptoms and still be highly contagious. It is impossible to determine who has the virus and who does not, given the current limits in testing.

To prevent the spread of this contagious virus and help protect each other, I/we understand and will follow Neglia Ballet’s guidelines. I/we understand wearing a mask is required while at Neglia Ballet’s premises and will practice safe hygiene by washing hands and/or using hand sanitizer during my visit, as well as supply my own mask to wear while on premises.

I/we understand that air travel increases the risk of contracting and transmitting the COVID-19 virus. I/we verify that I/we have not traveled outside of the United States in the past 14 days. I/we also verify that I/we have not traveled domestically within the United States by commercial airline or private charter within the past 14 days. I/we have not visited any of the states on the NYS Travel Advisory List (see: <https://coronavirus.health.ny.gov/covid-19-travel-advisory>) within the past 14 days while participating in any class.

I/we affirm that I/we, as well as ALL household members, have not knowingly been exposed to anyone diagnosed with COVID-19. I/ we agree to have body temperature taken on premises and confirm that I/we do not present any of the symptoms of COVID-19 listed on the NYS website (<https://coronavirus.health.ny.gov/>) which include:

- Fever/Chills
- Muscle pain
- Dry cough/Sore throat
- Unusual shortness of breath
- Difficulty breathing
- Loss of sense of taste or smell

I/we fully understand the risks explained and acknowledged above and fully understand that COVID-19 and the virus that causes it could make me or those around me extremely sick, or even cause permanent injury or death in ways that are not yet known or fully understood. I/we still wish to participate in Neglia Ballet’s programming. Therefore, to the fullest extent I/we can under the law, I/we agree to waive any claims, actions, losses, damages and costs, including reasonable attorneys’ fees, (which are collectively referred to as “Liabilities” in this release) against Neglia Ballet (including its officers, directors, employees, volunteers, contractors, or agents, all of whom are included in the term “Neglia Ballet” in this release) that I/we have, or may have in the future, arising from exposure to COVID-19 or the virus that causes it. This includes a waiver of any Liabilities arising from Neglia Ballet’s negligence, whether the negligence was something Neglia Ballet did or something it did not do. I/we also agree to release, indemnify and hold harmless Neglia Ballet of and from any Liabilities I/we have, or may have in the future, arising from exposure to COVID-19 or the virus that causes it, including Liabilities arising from things that Neglia Ballet negligently did or did not do. I UNDERSTAND THAT I AM RELEASING ANY AND ALL CLAIMS AGAINST NEGLIA BALLET FOR ORDINARY NEGLIGENCE.

I/we understand and agree that the laws of the State of New York will apply to this release , and that if any portion is deemed to be void or unenforceable, then the remainder of this release will remain in full force and effect.

I/WE HAVE READ AND UNDERSTAND THIS RELEASE IN FULL, WHICH CONSISTS OF **TWO (2) PAGES**. AS A MATERIAL INDUCEMENT TO NEGLIA BALLET AGREEING TO ALLOW ME TO PARTICIPATE (WHICH I/WE AGREE IS GOOD AND VALID CONSIDERATION), I/WE ACCEPT, ACKNOWLEDGE AND AGREE WITH THE MATTERS SET FORTH IN THIS RELEASE AND SIGN IT VOLUNTARILY, FREELY AND KNOWINGLY, INTENDING THAT IT SHALL BE FULLY OPERATIVE AND EFFECTIVE IN ALL RESPECTS. THIS RELEASE SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATE, AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS PARTICIPATING OR ACCOMPANYING ME.



I/WE HAVE EXECUTED THIS ACKNOWLEDGEMENT OF RISK AS OF THE DATE SET FORTH BESIDE MY SIGNATURE

I further certify that (check one):

as the participant, I am at least eighteen (18) years of age and fully competent

or

I am the parent/guardian of the minor participant(s) identified below, have the authority to enter into this Release, and am signing individually and on behalf of such minor participant(s)

Name of Participant(s) \_\_\_\_\_ Age(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant (if over 18) \_\_\_\_\_ Date \_\_\_\_\_

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE OF 18 AT TIME OF PARTICIPATION)  
This is to certify that I, as parent/guardian with legal responsibility for the participant(s) identified above (“Minor”), do consent and agree to the release(s) as provided above for Neglia Ballet. In consideration of Minor being permitted by Neglia Ballet to participate in its activities and to use its premises, I further agree to waive and release, indemnify and hold harmless Neglia Ballet from any and all Liabilities, which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

\_\_\_\_\_  
Signature of Parent/Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

