

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
MASS MOTION DANCE BOSTON INC
MASS MOTION DANCE METRO WEST, LLC

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

By signing below, you, the Participant and/or Parent/Legal Guardian, are acknowledging that an inherent risk of exposure to COVID-19, and other infectious diseases, may exist in any public place where people are present, and/or open to the members of the public. By and through your participation in programs, related events and activities at, and in relation to **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC**, you and any guests voluntarily assume all risks related to exposure to COVID-19, and other infectious diseases and agree not to hold **MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC**; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

In consideration of your enrollment, registration and participation in **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC** programs, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, including possibly death, does exist;
2. I acknowledge the Commonwealth of Massachusetts has issued orders and directives to the general public and businesses consistent with the guidance of the Centers for Disease Control and Protection and agree to keep myself apprised of such information and to maintain a current understanding of such orders and directives and acknowledge that compliance with such directives is my sole responsibility to reduce the risk to myself and others at **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC** programs, related events and activities;
3. I knowingly and freely assume all such risks, even if arising from the negligence of **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC**; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated terms and conditions for participation at **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC** programs, related events and activities with regard to my protection against infectious diseases.
5. If I observe any unusual or significant hazard during my presence or participation at **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC** programs, related events and activities, I will remove myself from participation and bring such to the attention of the nearest staff immediately;
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **Mass Motion Dance (Sturbridge), MASS MOTION DANCE BOSTON INC and/or MASS MOTION DANCE METRO WEST, LLC** programs, related events and activities (“RELEASEES”), with respect to any and all illness, disability, death, or loss or damage to person or property, whether arising from the negligence of Releasees, to the fullest extent permitted by law;
7. In the event that any provision of this ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT shall be deemed to exceed any limitation or legal requirement, then only that provision shall be affected and the remainder shall remain enforceable.

I HAVE READ THIS ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE FOREVER

ASSUMED RISKS, WAIVED SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, PROMISE OR REPRESENTATION NOT SET FORTH HEREIN.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided herein for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, even if arising from their negligence, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____