

Urbanity Dance Engagement, Indemnification, Liability Release, and Assumption of Risk Agreement

This Engagement, Indemnification, Liability Release and Assumption of Risk Agreement (the "Agreement") is made this ____ day of _____, 2020 (the "Effective Date"), by and between _____ (parent name), with an address of _____, and Urbanity Dance, with an address of 725 Harrison Avenue #100, Boston MA 02118. _____ (parent name) and Urbanity Dance are referred to collectively in this Agreement as the "Parties."

This Agreement governs the use of Urbanity Dance's Premises located at 1180 Washington Street #100, Boston, MA 02118 (Urbanity Dance Headquarters); 725 Harrison Avenue #100, Boston, MA 02118 (Urbanity Central); 111 West Concord Street, Boston, MA 02118 (Balance at Urbanity Dance) (Collectively referred to as the "Urbanity Dance Premises"). In consideration of being serviced by Urbanity Dance and allowed to use Urbanity Dance's premises, equipment, and services, including, but not limited to, dance classes, administrative tasks, private lessons, rehearsals, and rentals (collectively "Urbanity Dance Services"), I hereby agree and acknowledge, on behalf of myself, and/or on behalf of my minor. child(ren)/ward(s), as follows:

- 1) **ASSUMPTION OF RISK:** Participation in the Urbanity Dance Services is completely voluntary and undertaken only after full appreciation of the risks involved. In connection therewith, the outbreak of a highly infectious disease known as COVID-19 resulted in the declaration of a Public Health Emergency on January 30, 2020. To date, there is no cure or vaccine for COVID-19. According to the CDC and public health officials, COVID-19 spreads by interpersonal contact. The Urbanity Dance Services covered by this Agreement include usage of space and supplies. As result, the Urbanity Dance Services may be dangerous and entail both known and unknown risks including, but not limited to, the risk of contracting COVID-19 or some other disease and attendant complications, including hospitalization, or death. I understand that the activities I will participate in or around the Urbanity Premises may be considered inherently dangerous and may cause serious or grievous injuries, bodily injury, COVID-19 infection and/or exposure, loss of/damage to personal

property and/or death. I voluntarily assume any risk and waive any claims of personal injury, COVID-19 infection and/or exposure, death or damage to personal property associated with Urbanity Dance. To the extent Urbanity Dance provides or uses any safety equipment or personal protective equipment, I understand that Urbanity Dance does not manufacture any of this safety equipment or personal protective equipment and I waive any liability against Urbanity Dance for any defective products.

2) RELEASE OF LIABILITY: I, irrevocably and unconditionally agree not to sue and release, waive, relinquish, and discharge Urbanity Dance, current and former directors, officers, board members, employees, agents, administrators, representatives, assigns, and insurers, from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my use of Urbanity Dance Premises, equipment, services and activities, including without limitation any claim for negligence, failure to warn or other omission, personal injury, illness, bodily harm or death to the maximum extent allowed by law. This release is applicable to and binding upon my past and present agents, representatives, spouse, attorneys, principals, executors, administrators, personal representatives, heirs, successors, insurers, and assigns.

3) INDEMNIFICATION: I am solely responsible for all damages caused to Urbanity Dance property and to the property of others as a result of my use of the Urbanity Dance Premises, except as may result from the gross negligence or willful misconduct of Urbanity Dance. I hereby agree to defend, indemnify and hold harmless Urbanity Dance from and against all actions, losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by Urbanity Dance including, but not limited to, any and all attorneys' fees, costs, damages, and/ or judgments Urbanity Dance may pay or become obligated to pay on account of any claim or assertion of liability for damage to the extent arising or alleged to arisen out of my act or omission, except as may result from the gross negligence or willful misconduct of Urbanity Dance.

4) TERM OF AGREEMENT: I represent, warrant, and agree that until canceled by a writing signed by both Parties, this Agreement shall apply and be applicable to each and every time I visit or receive services from Urbanity Dance.

5) **NO ADMISSION OF LIABILITY.** Nothing in this Agreement will be construed as an admission by Urbanity Dance that it acted wrongfully with respect to myself or any other person.

6) **ENTIRE AGREEMENT/AMENDMENT.** This Agreement is absolute and unconditional and constitutes the full, complete, and entire understanding and agreement between Parties with respect to the subject matter of this Agreement. I acknowledge and affirm that I have not executed this Agreement in reliance upon any promises, representations, statements, warranties, covenants or undertakings not contained within this Agreement. This Agreement may not be amended, modified, altered, changed, limited, or terminated, except by a writing signed by all of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise, or the exercise of any other right, remedy, or power provided in this Agreement or by law or in equity.

7) **SEVERABILITY.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, that provision will be deemed modified to whatever extent necessary to render it enforceable, and if the Court declines to so modify the provision, then the remaining provisions of this Agreement will be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

8) **BENEFIT/AUTHORITY.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. I represent and warrant to the others that I have the power and authority to enter into and execute this Agreement on behalf of myself, children, wards, and on behalf of their respective present and former spouses, attorneys, principals, executors, administrators, personal representatives, heirs, successors, and assigns.

9) **GOVERNING LAW.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to Massachusetts' conflict of law principles.

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize Urbanity Dance services, and programs of the studio if I, he/she/they: (i) experience symptoms of COVID-19, including without limitation, fever, cough, shortness or breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste and/or smell (or any other symptoms later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above. I agree to notify Urbanity Dance immediately if I believe that any of the foregoing access/use restrictions may apply. Urbanity Dance has taken and may in the future take certain steps to slow the transmission of COVID-19, including, without limitations, the access/use restrictions set forth above. I acknowledge and agree that Urbanity Dance may revise its procedures at any time and further agree to review and to comply with Urbanity Dance's revised procedures as a condition of entering and/or utilizing the facilities, services, and programs of Urbanity Dance.

I have read this Engagement, Indemnification, Liability Release, and Assumption of Risk Agreement, fully understand its terms, and sign freely and voluntarily with any inducement.

Parent/Guardian Name:

Date:

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 Agreement 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/waiver provided above for all myself, my spouse, and child/ward and agree to indemnify and hold harmless Urbanity Dance for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, to the fullest extent provided by law.

Name of Participant:

If Participant is minor/child/ward, Name of Parent/Guardian:

Signature of Parent/Guardian (Must be over 18 years of age):

Date: _____