

Special Participation Agreement and Waiver of Liability in relation to Risk of Coronavirus Infection (Covid-19) while at BAD Dance Classes.

Thank you for reading this Agreement carefully. It includes important information about Brooks Academy of Dance, dance classes (hereinafter collectively referred to as 'BAD'), activities and describes certain protection sought by BAD if you, your child, or another family member becomes ill or suffers some other loss due to infection of the Coronavirus (COVID-19) that may have been caused from being at BAD or from being exposed by someone else who was at BAD.

In consideration of the services of BAD, I (guardian) acknowledge and agree as follows:

Activities:

The activities of BAD include, but are not limited to, a variety of dance, games, activities, and events that may make it impossible to consistently implement social distancing of at least 2 metres (6 feet) that may be recommended by any known government authorities. Although BAD will make every effort to implement the guidelines in place by local government authorities and public health, dance is a place where dancers and staff are often in contact and near each other every day. BAD will be implementing, as per public health guidelines, cohorts of the government approved numbers per room space. Although cohorts do not mix during class time, individual cohorts will be connected, participate and engage in common areas. This includes, but is not limited to the upstairs waiting area, the downstairs waiting area, the stairs, study nook and front entrance. While equipment will be sanitized daily, between classes and hand washing/sanitizing will be done before and after activities, sharing of equipment (barres, acro mats etc) within the cohort during an activity will be taking place.

Risks:

BAD will be taking more health and safety precautions this dance year. Prior to the start of class, the parent/guardian will have to attest to their child(ren)'s good health and that neither the child(ren) nor any member of their immediate household has traveled within 14 days of the start of the child(ren)'s dance class, that they are not exhibiting symptoms of Covid-19 and that they have not been in contact with anyone who has tested positive for Covid-19. In addition, everyday, the parent/guardian will be required to complete a screening questionnaire for each child attending dance class, attesting to the child's good health, that they are not exhibiting symptoms of Covid-19 and that they have not been in contact with anyone who has tested positive for Covid-19. Each staff member will be required to complete an assessment form daily similar to the child assessment form. Other precautions during dance class include: encouraging and enforcing more hand washing, more use of hand sanitizers, regular sanitizing of equipment, reduced sharing of equipment and toys, more wiping down and disinfecting of doorknobs, washrooms, tables and high use areas with antibacterial wipes and/or spray, etc. Any child or staff that does not feel well for any reason should not attend dance class and remain at home and the studio should be notified. BAD should be notified if any dancer or staff is exhibiting symptoms of the Coronavirus (Covid- 19) and/or tests positive for same. In such a circumstance, BAD will notify local public health authorities for further guidance and instructions.

Even taking these and other extra precautions, dancers and staff will still be exposed to the risk of contracting the Coronavirus (Covid-19) or possibly some other illness.

BAD has removed activities that are not permitted under the public health guidelines. The activities though (dancing) which are an integral part of the BAD experience still carry risks and/or the potential for spreading of the Coronavirus (Covid-19). If eliminated, dancers would be deprived of the opportunity for the growth and development.

Acknowledgement and Assumption of Risks:

I, _____ (Parent/Guardian), have read and understand the BAD activities and risk of exposure to the Coronavirus (Covid-19). Although we are taking the necessary precautions at dance, the risk of spreading Covid-19 still exists given that both dancers and staff are in contact with other people outside of BAD. I acknowledge and accept the risks that my child and/or members of my family in close contact (within 2 meters for more than 15 minutes) may be at risk of getting Coronavirus (Covid-19) with my child being enrolled at BAD.

AGREEMENTS OF RELEASE AND INDEMNITY: I, _____ (Parent/Guardian), FOR MYSELF AND ON BEHALF OF MY CHILD(REN), HAVE READ AND UNDERSTAND THE POLICIES SET IN PLACE BY BAD AND AGREE TO RELEASE AND FOREVER DISCHARGE (AGREEING TO MAKE NO CLAIM, AND NOT TO SUE) AND INDEMNIFY AND HOLD HARMLESS BAD, AND THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS RELATED TO CONTRACTING THE CORONAVIRUS (COVID-19) OR ANY OTHER ILLNESS AND/OR INJURY AND ANY LOSS, BODILY INJURY, OR DAMAGES ASSOCIATED FROM IT WHICH I, ANY FAMILY MEMBER, OR MY CHILD(REN) MAY SUFFER, ARISING OUT OF OR IN ANY WAY RELATED TO HIM/HER BEING ENROLLED IN BAD, AND ON OR OFF THE BAD PREMISES. THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I, FOR MYSELF AND FOR MY CHILD(REN) SURRENDER THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY FOR PERSONAL INJURY.

Any dispute between BAD or another Released Party and me or my child(ren) shall be governed by the laws of Ontario.

If any part of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

I, _____ (Parent/Guardian) have read and accept the terms and conditions of this Agreement, and acknowledge and agree that it shall supersede and replace all other discussions, agreements (whether verbal or written), contracts, representations, promises, negotiations or any other matter. This document can only be changed, modified or amended in writing by both parties. I also agree that this document is effective upon me and my child(ren), and our respective heirs, personal representatives, estates and family members once my child(ren)'s is enrolled in BAD.